



# **Terms and Conditions 2024**

## MASTER SERVICES AGREEMENT

DATED:

PARTIES
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Name	[INSERT FULL NAME OF CUSTOMER]
Company details	Registered in England & Wales with number [INSERT COMPANY REGISTRATION NUMBER]
Address	[INSERT CUSTOMER'S ADDRESS]
Referred to as	"CUSTOMER"

Name	Zaizi Ltd
Company details	Registered in England & Wales with number 06440931
Address	Kings House, 174 Hammersmith Road, London, England, W6 7JP
Referred to as	"ZAIZI"

INTRODUCTION
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A	CUSTOMER has requested ZAIZI to provide to CUSTOMER consultancy Services relating technology, strategy and/or service design and/or other specified services.
B	The relevant services will be defined in Statements of Work (as defined in this agreement), and the relevant services will be carried out or performed in accordance with the terms of this agreement and each relevant Statement of Work.

AGREED TERMS
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### 1. Definitions and interpretation

#### 1.1 Defined terms

Terms used in this agreement that have particular definitions are listed with their definitions in the glossary in schedule 2. Schedule 2 also explains some rules to be used in interpreting this agreement and any relevant Statement of Work.

#### 1.2 Structure of this agreement

This agreement is a framework agreement under which CUSTOMER may enter into one or more separate Statements of Work with ZAIZI for the supply by ZAIZI of consultancy services relating to technology, strategy and/or service design, or other specified services ("Services").

#### 1.3 Schedule

References in this agreement (including in any schedules) to a schedule are to the relevant schedule to this agreement. The terms in each of the schedules form part of this agreement.

## 2. Project briefs

### 2.1 Statements of Work

The details in relation to:

- (a) Services; and/or (b) Deliverables;

to be supplied will be agreed between CUSTOMER and ZAIZI and set out in a separate project definition and specification document (or set of documents) which will be agreed and approved by each party (each such document or set of documents being referred to as a "Statement of Work"). The parties will each sign each Statement of Work to confirm that it is agreed and approved, and a Statement of Work will not take effect until agreed, set out in writing and signed on behalf of each party.

### 2.2 Content of each Statement of Work Each Statement of Work shall:

- (a) set out the nature of the Services to be provided and the extent to which they are to be provided. Where the Services are to be provided on the basis of an ongoing retainer, this will be specified in the Statement of Work;
- (b) describe, as appropriate:
  - (i) the Services to be provided; and
  - (ii) any relevant Deliverables;
- (c) identify any third party suppliers of goods or services to CUSTOMER whose co-operation will be required in order to enable ZAIZI to provide the Services under the Statement of Work ("CUSTOMER Contractors") and set out what cooperation will be required from the CUSTOMER Contractors concerned;
- (d) set out any other details expressly agreed in relation to the supply of the Services and Deliverables, which details may include:
  - (i) charges (and basis and/or timing of charging);
  - (ii) proposed timescales;
  - (iii) service descriptions and service levels;
  - (iv) relevant performance criteria; and (v) any other relevant terms.

### 2.3 Each Statement of Work will form a separate contract

Once agreed, approved and signed by each party, each Statement of Work will form a separate contract between the parties, on the terms set out in:

- (a) the Statement of Work;
- (b) the body of this agreement (as far as the terms concerned are relevant to the Statement of Work); and
- (c) each of the schedules to this agreement.

References in this agreement to a Statement of Work are to be treated as incorporating reference to the terms set out in this agreement (as far as the terms concerned are relevant to the Statement of Work) and in each of the schedules to this agreement, which (save to the extent that they conflict with any express terms of the relevant Statement of Work) are treated as forming part of the relevant Statement of Work. If, in relation to any given Statement of Work, there is a conflict between the terms in the Statement of Work and the terms in any of the schedules, then to the extent of the conflict the terms of the Statement of Work will take precedence.

#### 2.4 Discretion to enter into Statements of Work

Nothing in this agreement shall oblige either party to agree to, or enter into, any Statement of Work. Neither party shall have any obligation in relation to the provision or purchase of any Services except to the extent agreed and expressly set out in a Statement of Work. Entry by the parties into a given Statement of Work will not oblige the parties to enter into any other Statement of Work.

#### 2.5 Projects

The set of Services or other Project covered by a given Statement of Work will be referred to in this agreement as a "Project".

### 3. Term and termination

#### 3.1 Term of this agreement

This agreement will be treated as having come into effect on [INSERT DATE] (the "Effective Date"), and will remain in effect for a period of [INSERT MINIMUM TERM] years, after which it may be terminated by either party by giving not less than 3 months' notice to the other (such notice not to expire before the end of the period of [NUMBER] years referred to above).

#### 3.2 Effect of termination

Termination of this agreement will not terminate any Statements of Work entered into prior to termination of this agreement, which will continue in effect (and may be amended or extended in accordance with the terms of the Statement of Work) until terminated in accordance with the terms of the relevant Statement of Work.

### 4. Limitations of liability

#### 4.1 Limitations of liability under each Statement of Work

The liability of each party under or in relation to each Statement of Work will be as set out in schedule 1 or otherwise expressly in the relevant Statement of Work.

#### 4.2 Liability under this agreement as a whole (including all Statements of Work)

Except to the extent that schedule 1 or any relevant Statement of Work expressly says that any given liability is not subject to a limit, the aggregate liability of each party under or in relation to this agreement and all Statements of Work entered into under it (whether such liability arises as a result of breach of contract, negligence, misrepresentation, under any indemnity or for any other reason) shall not in total exceed the amount set out in clause 7.4 of schedule 1.

### 5. Other terms

#### 5.1 Assignment of rights

Neither party may assign or sub-contract any of its rights or obligations under this agreement without the other party's prior consent (such consent not to be unreasonably withheld).

## 5.2 Notices and consents

All notices and consents relating to this agreement must be in writing. All variations to this agreement must be agreed, set out in writing and signed on behalf of both parties before they take effect.

## 5.3 No other terms

This agreement (and the schedule) set out all of the terms that have been agreed between the parties in relation to the subjects covered by them. No other representation or term shall apply or form part of this agreement.

## 5.4 Rights of third parties

No term of this agreement or of any Statement of Work is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement.

## 5.5 Governing law

This agreement is governed by English law. Both parties submit to the exclusive jurisdiction of the English courts in relation to any dispute concerning this agreement.

This agreement has been entered into on the date shown at the top of the first page
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Signed for and on behalf of

[INSERT NAME OF CUSTOMER] by:

.....  
(position)

.....  
(signature)

.....  
(print name)

.....  
(position)

Signed for and on behalf of

ZAIZI LTD by:

.....  
(signature)

.....  
(print name)

## SCHEDULE 1

### TERMS TO BE INCORPORATED INTO EACH PROJECT BRIEF

#### 1. Definitions and interpretation

##### 1.1 Definitions and interpretation

Terms used in the Statement of Work that have particular definitions are listed with their definitions in the glossary in schedule 2. Schedule 2 also explains some rules to be used in interpreting the Statement of Work. Any references to the Statement of Work should be taken to include reference to the terms set out in each of the schedules that are incorporated into the Statement of Work by virtue of this agreement.

##### 1.2 Clause numbers

References in this schedule 1 to numbered clauses are to the relevant clauses in this schedule, unless the contrary is stated.

#### 2. Co-operation between the parties

##### 2.1 Objective of each Project

The objective of each Project (and of each Statement of Work that covers the Project) will be set out in the Statement of Work.

##### 2.2 Co-operation between the parties

The parties acknowledge and agree that effective co-operation between them will be important to the success of each Project and the achievement of the Project's objectives. Each party agrees:

- (a) to use all reasonable endeavours, consistent with its other obligations under the Statement of Work, to achieve the objectives of each Project;
- (b) to:
  - (i) co-operate with the other party and to provide all assistance reasonably requested by the other party; and
  - (ii) (in the case of CUSTOMER) obtain the co-operation of relevant CUSTOMER Contractors;as necessary to achieve the objectives of each Project;
- (c) that, in the event that it becomes aware of any issues with the provision of any Services or the conduct of the relevant Project generally (including any issues arising from the behaviour of the other party or the other party's compliance with its obligations in under the Statement of Work), to raise and explain the issues concerned with the other party as soon as reasonably possible; and
- (d) to discuss any issues that are raised and to co-operate with the other party in good faith in order to try and agree a resolution to the issues concerned.

#### 3. Assistance from CUSTOMER

CUSTOMER will provide or arrange for the provision of:

- (a) reasonable access to, and reasonable co-operation by, CUSTOMER's staff and CUSTOMER Contractors; and
- (b) any facilities or information (whether from CUSTOMER or any relevant CUSTOMER Contractors) reasonably requested by ZAIZI;

as reasonably necessary in order to assist ZAIZI to provide the Services. This will be provided within a reasonable time of any request from ZAIZI and (unless the Statement of Work specifically states otherwise) without charge to ZAIZI.

#### 4. Charges

##### 4.1 Calculation of charges

The charges for particular Services to be provided under the Statement of Work will be agreed and set out in the Statement of Work. If no charges are specified for particular Services in the Statement of Work then, unless otherwise agreed, the Services will be provided on a time and materials basis in accordance with ZAIZI's standard rates set out in the Rate Card, such charges to be invoiced monthly in arrears. Any charges due in advance will be non-refundable unless the Statement of Work expressly says otherwise.

##### 4.2 Rate card

ZAIZI may increase the charges in the Rate Card each year by an amount not to exceed (in percentage terms) the percentage increase in the Retail Prices Index in the preceding year.

##### 4.3 Payment of charges

CUSTOMER will pay the charges agreed as part of the Statement of Work:

- (a) in accordance with the Statement of Work; or
- (b) to the extent not set out in the Statement of Work, in accordance with the Rate Card.

##### 4.4 Out-of-pocket expenses

Unless expressly agreed otherwise between the parties as part of the Statement of Work, charges will not include reasonable out-of-pocket expenses incurred by ZAIZI, which (subject to provision of copies of relevant receipts) will be chargeable in addition by ZAIZI and billable monthly in arrears. These expenses may include travelling expenses to and from CUSTOMER's or CUSTOMER Contractor's premises where ZAIZI staff are required to be at those premises for the purpose of the Project.

##### 4.5 Interest as a result of late payment of invoices

If CUSTOMER is late in paying any invoices, ZAIZI may charge interest on all unpaid amounts. Interest will be payable from the date of the invoice until the date of payment and will continue to be payable even if ZAIZI obtains a judgment from a court in relation to any claim for payment of the invoice. The rate of interest per year will be 2% above the Bank of England base rate.

##### 4.6 VAT

Amounts specified in the Statement of Work are ex-VAT (or any other relevant taxes on supplies) unless expressly stated otherwise, and (subject to presentation of an appropriate VAT invoice) CUSTOMER must pay VAT (or other relevant taxes) to ZAIZI as well as the amounts concerned.

## 5. Third party software and hosting

It may be agreed as part of a Statement of Work that ZAIZI will arrange for provision of or access to:

- (a) Third Party Software that will be used by CUSTOMER in connection with the provision of Services under the Statement of Work; and/or
- (b) hosting services (which may include the provision of or access to a hosted platform or environment), for example to be used to store or process data for or on behalf of CUSTOMER.

In that case, any particular terms agreed between the parties applying to the provision or use of the Third Party Software or hosting services will be set out in the relevant Statement of Work but, subject to any such terms, clauses 6.3, 6.4 and 11.3 will apply to the provision and/or use of the Third Party Software and hosting services concerned.

## 6. Warranties

### 6.1 Warranties relating to Services

ZAIZI warrants that the Services will be provided:

- (a) with reasonable care and skill;
  - (b) in accordance with good industry practice;
  - (c) by means of appropriately qualified, skilled and experienced personnel; and (d)
- so as to comply in all material respects with the relevant Statement of Work.

provided that to the extent that the Services concerned are to develop, produce or otherwise supply a Deliverable, the warranties in clause 6.2 will apply to the exclusion of the warranties in this clause 6.1 (and CUSTOMER will not be entitled to make any claim for breach of the warranties in this clause 6.1 to the extent that the claim arises from or in relation to any Defect in a Deliverable).

### 6.2 Warranties relating to Deliverables

ZAIZI warrants that:

- (a) in relation to Deliverables other than Software Deliverables, each Deliverable will be free from any Material Defect of which ZAIZI should reasonably have been aware at the time the relevant Deliverable was supplied to CUSTOMER; or
- (b) in relation to Software Deliverables (other than Third Party Software), unless expressly specified otherwise in the Statement of Work, each Software Deliverable will:
  - (i) conform in all material respects with any description or specification agreed in relation to it; and



- (ii) be free from any Material Defect for a period of 3 months from delivery in accordance with the Statement of Work.

### 6.3 Third party software and hosting Services

If any:

- (a) Third Party Software (or access to Third Party Software);
- (b) hosting services; are provided or arranged by ZAIZI then, subject to:
- (c) any express terms set out in the Statement of Work as set out in clause 5 above;
- (d) clause 7.1 below; and
- (e) any obligations applying to ZAIZI under schedule 4 in relation to any processing by ZAIZI of personal data on behalf of CUSTOMER;

other than the obligation (if agreed as part of the Statement of Work) to arrange for a right for CUSTOMER to use or access the Third Party Software or hosting services (if this is required to enable CUSTOMER to receive the benefit of the Services), no liability is undertaken or accepted by ZAIZI in relation to the Third Party Software or hosting services concerned (or in relation to their use, operation, quality, performance, fitness for purpose or any Defects in them) other than to use its reasonable commercial endeavours to pass through to CUSTOMER any warranties or other terms as to standards or performance provided by any relevant third party under any agreement with the third party relating to the Third Party Software or hosting services concerned.

### 6.4 Performance of Third Party Software and hosting services

Subject to clauses 6.3 and 7.1, it is not a term of this agreement or any Statement of Work that any Third Party Software or hosting services provided (or to which access is provided) by ZAIZI:

- (a) will be free from Defects;
- (b) will perform to any particular specification or standard; or (c) will be fit for any particular purpose.

### 6.5 CUSTOMER and CUSTOMER Contractors

Subject to clause 7.1, ZAIZI shall not be liable:

- (a) for any failure or delay in the provision of any Services or Deliverables; or
- (b) for any breach of clauses 6.1, 6.2 or 6.3 above or for any other breach of this agreement or any Statement of Work;

to the extent that it arises from any act, omission, failure or delay by CUSTOMER or any CUSTOMER Contractor.

### 6.6 What happens if a warranty is breached

If CUSTOMER has any reason to believe that any of the warranties in clause 6.1, 6.2 or 6.3 above has been breached, CUSTOMER will tell ZAIZI as soon as is reasonably possible. Before it exercises any other right or remedy, CUSTOMER must give ZAIZI a reasonable time to fix any relevant breach of warranty and (if necessary) to re-perform any

relevant Services, provided this is done within a reasonable time (not exceeding 30 days) and without any additional charge to CUSTOMER.

6.7 No other warranties etc.

Except as expressly set out in the Statement of Work and subject to clause 7.1 below:

- (a) no conditions, warranties or other terms apply to the Services, the Deliverables or to anything else supplied under the Statement of Work;
- (b) no implied conditions, warranties or other terms relating to satisfactory quality or fitness for any particular purpose will apply to anything supplied under a Statement of Work; and
- (c) it is not a term of this agreement or any relevant Statement of Work that the Services or access to or use of any Deliverables will be entirely uninterrupted or entirely errorfree.

7. Apportionment of risk – exclusions and limitations

7.1 Liability not excluded

Neither party's liability:

- (a) for death or personal injury caused by its negligence;
- (b) for fraudulent misrepresentation;
- (c) under any indemnity contained in this agreement or any Statement of Work, except to the extent that liability under the indemnity is expressly stated to be subject to a limit; or
- (d) for any other liability which may not, by law, be excluded or limited; is excluded or limited under this agreement or any relevant Statement of Work.

7.2 Excluded types of loss or damage

Subject to clause 7.1 above, save to the extent expressly stated otherwise in the relevant Statement of Work neither party shall be liable under or in relation to any Statement of Work (whether such liability arises due to breach of contract, negligence, misrepresentation or for any other reason) in respect of any of the following types of loss:

- (a) loss of profit or revenue (except where a Statement of Work is wrongfully terminated by CUSTOMER, in which case this will not exclude any claim that ZAIZI might otherwise have had for loss of profit or revenue arising from the relevant breach of contract by CUSTOMER);
- (b) any:
  - (i) loss of, or damage to, software or data;
  - (ii) loss of use of any software or data;

to the extent that the loss or damage concerned could reasonably have been prevented or mitigated by the taking of backups and where it was not the

responsibility of the party that would otherwise have been liable for the loss or damage to take backups of the software or data concerned;

- (c) in the case of ZAIZI, any loss or damage arising under or in relation to any claim (whether against CUSTOMER or otherwise) by or against any CUSTOMER Contractor;
- (d) indirect, consequential or special loss (regardless of whether or not the party concerned was aware, or ought reasonably to have been aware, that any such loss might arise).

### 7.3 Limitations of liability for damages or other compensation

Subject to clause 7.1 above and to clause 7.4 below, save to the extent expressly stated otherwise in the relevant Statement of Work, the liability of each party under or in relation to a Statement of Work (whether such liability arises due to breach of contract, negligence, misrepresentation or for any other reason) shall be limited as follows:

- (a) in relation to all claims arising from any Defaults occurring in any given Project Year, to an amount equal to the total amount payable to ZAIZI under the relevant Statement of Work in respect of the Project Year concerned; and
- (b) in the aggregate in relation to any and all claims arising under or in relation to the Statement of Work, to £[VALUE] in total;

provided that notwithstanding any of the other terms of this clause 7.3, but subject to clause 7.1, in no event will the aggregate liability of either party under or in relation to a Statement of Work (for any and all claims arising under or in relation to that Statement of Work) exceed £[VALUE] in total.

### 7.4 Aggregate liability under all Statements of Work

Subject to clause 7.1, the aggregate liability of either party under or in relation to this agreement and to all Statements of Work together entered into under this agreement shall not exceed £1 million in total.

### 7.5 Insurance

ZAIZI shall take out and maintain, throughout the period of this agreement and each relevant Statement of Work, and for at least 12 months thereafter, professional indemnity insurance with a reputable UK-based insurance company to a limit of not less than £1 million per claim. On request from CUSTOMER, ZAIZI shall produce to CUSTOMER written confirmation from ZAIZI's insurance broker or from the relevant insurance company that the relevant insurance is in force.

## 8. Confidentiality and data protection

### 8.1 Confidentiality

ZAIZI shall keep confidential any confidential information which CUSTOMER supplies to ZAIZI in connection with this agreement and CUSTOMER shall do the same in relation to any confidential information which ZAIZI supplies to CUSTOMER. Confidential information will include all information marked as being confidential and any other information which (due to its nature, the circumstances in which it is disclosed or any other reason) ought reasonably to be assumed to be confidential. The obligations as to confidentiality in this agreement will not apply to any information which:

- (a) is available to the public other than because of any breach of this agreement;
- (b) is, when it is supplied, already known to whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others;
- (c) is independently obtained by whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; or
- (d) is required to be disclosed by law or by any court or tribunal with proper authority to order its disclosure.

## 8.2 Personal data

In relation to all personal data provided or disclosed by CUSTOMER under this agreement or which ZAIZI processes on behalf of CUSTOMER under this agreement, the terms set out in schedule 4 shall apply.

## 8.3 Additional terms

If appropriate to the particular circumstances, the parties may agree additional terms with regard to confidentiality, security and/or the processing of personal data, and if so these will be set out in the Statement of Work and will (unless the Statement of Work expressly states otherwise) apply in addition to the terms set out in this clause 8.

# 9. Term and termination

## 9.1 Term and termination on notice of each Statement of Work

Each Statement of Work will commence on the commencement date specified in the relevant Statement of Work (or if a commencement date is not specified, on the date of signature of the Statement of Work) (in either case, the “Commencement Date”) and, unless terminated earlier in accordance with its terms, will continue:

- (a) until terminated by either party in accordance with any express term to that effect in the Statement of Work;
- (b) subject to any express term to the contrary in the Statement of Work, for an initial term of one Project Year, after which (unless notice to terminate has been given as set out below) the Statement of Work will renew for a further Project Year and so on thereafter until either party terminates the particular Statement of Work by giving at least three (3) months' notice to the other party, such notice to expire at the end of a Project Year.

## 9.2 Termination because of insolvency

Either party may terminate any or all Statements of Work immediately by notice to the other party if the other party suffers an insolvency event.

## 9.3 Termination because of breach (other than non-payment)

Either party may terminate a given Statement of Work immediately by notice to the other party if:

- (a) the other party materially breaches any term of the Statement of Work concerned and it is not possible to remedy that breach; or

- (b) the other party materially breaches any term of the Statement of Work concerned and it is possible to remedy that breach, but the other party fails to do so within 30 days of being asked to do so.

This clause 9.3 shall not apply to any non-payment by CUSTOMER, which shall be governed instead by clause 9.4 below.

#### 9.4 Termination because of non-payment

ZAIZI may terminate a given Statement of Work immediately by notice to CUSTOMER if:

- (a) CUSTOMER has failed to pay any sums due under the relevant Statement of Work by the date on which it is supposed to have paid in accordance with this agreement;
- (b) ZAIZI has notified CUSTOMER that the sums are overdue and that, if they remain unpaid for a further 30 days, ZAIZI intends to terminate the relevant Statement of Work; and
- (c) the sums have remained unpaid for a further period of 30 days following the date of the notice from ZAIZI under clause (b) above.

### 10. Consequences of termination

#### 10.1 Accrued rights

Termination of this agreement or any Statement of Work will not affect any accrued rights or liabilities which either party may have by the time termination takes effect.

#### 10.2 Effect on other Statements of Work

Termination of any given Statement of Work will not affect any other Statements of Work in existence at the time, which will continue in force until individually terminated in accordance with this agreement.

#### 10.3 Effect of termination of a Statement of Work

On termination of any relevant Statement of Work:

- (a) each party will perform any obligations applying to them under the Statement of Work that are expressed to apply on termination;
- (b) any licences granted by this agreement or the Statement of Work of ZAIZI Material or Third Party Software will terminate;
- (c) except in relation to the CUSTOMER Data (which is dealt with in clause (d)), each party shall return to the other any confidential information provided by the other or (at the other's option) destroy it and confirm in writing that this has been done;
- (d) ZAIZI shall either:
  - (i) return the CUSTOMER Data to CUSTOMER, provided that (except where CUSTOMER has terminated the relevant Statement of Work under clause 9.3 above) CUSTOMER pays all of ZAIZI's charges and expenses reasonably and necessarily incurred in connection with the return or export of data (such costs and expenses to be agreed between the parties or, if not agreed, to be chargeable in accordance with clause 4.1 above); or

- (ii) at CUSTOMER's option, destroy the CUSTOMER Data and confirm in writing that this has been done;

provided that in each case ZAIZI shall be entitled to retain a backup copy of the CUSTOMER Data for a period of one year from the Termination Date or such other period as may be required in order to comply with any applicable legislation;

- (e) ZAIZI may immediately cease provision of the Services provided under the Statement of Work; and
- (f) if requested to do so by CUSTOMER, ZAIZI shall use its reasonable efforts to provide to CUSTOMER assistance in relation to the transfer of the provision of the Services provided under the Statement of Work to CUSTOMER or to a third party provided that (except where CUSTOMER terminates the Statement of Work in accordance with clause 9.3 above) CUSTOMER pays ZAIZI its reasonable charges and expenses incurred in connection with the provision of such assistance (such costs and expenses to be agreed between the parties or, if not agreed, to be chargeable in accordance with clause 4.1 above).

## 11. Intellectual property rights

### 11.1 Types of material to which Intellectual Property Rights may relate

Subject to the terms of the relevant Statement of Work, Deliverables may be made up of:

- (a) material that is produced specifically by ZAIZI for CUSTOMER ("Developed Materials");
- (b) material (other than Open Source Software or Third Party Software) supplied by ZAIZI to CUSTOMER (for example, templates and other background material) which:
  - (i) pre-existed the date of the relevant Statement of Work;
  - (ii) is generic rather than having been produced specifically for CUSTOMER;
  - (iii) is intended by ZAIZI to be used by ZAIZI to produce Deliverables for more than one CUSTOMER; and/or
  - (iv) is set out in the Statement of Work as being material in which ZAIZI will retain the Intellectual Property Rights;

("ZAIZI Material");

- (c) material provided to ZAIZI by or on behalf of CUSTOMER for use by ZAIZI in, or in relation to, any Services or Deliverables ("CUSTOMER Material"). Any CUSTOMER Material to be provided by CUSTOMER in relation to a given Statement of Work will normally be described in the Statement of Work;
- (d) Open Source Software; or
- (e) Third Party Software.

### 11.2 Use of Open Source Software or Third Party Software

ZAIZI may only incorporate Open Source Software or Third Party Software in a Deliverables in accordance with the terms of clause 12.

### 11.3 Ownership of Intellectual Property Rights

Subject to the remaining provisions of this clause 11.3, the Intellectual Property Rights in and relating to each Deliverable shall belong to CUSTOMER, and ZAIZI hereby assigns all such Intellectual Property Rights to CUSTOMER with full title guarantee, provided that:

- (a) to the extent that any Deliverables comprise Open Source Software or Third Party Software, the Intellectual Property Rights in such Open Source Software or Third Party Software shall not be subject to the above assignment provided that ZAIZI shall ensure that CUSTOMER and other persons authorised by CUSTOMER shall have a non-exclusive, non-terminable, royalty-free licence throughout the world to copy, adapt and use, and allow others to copy, adapt and use the Open Source Software or Third Party Software concerned to the extent that this is necessary to enable the copying, adaptation, use or exploitation of the relevant Deliverables or Services for the purposes for which they were supplied under the Statement of Work, subject to:
  - (i) the terms of any relevant open source or third party licence (as the case may be) that ZAIZI may have notified to CUSTOMER prior to the relevant Statement of Work being entered into; and
  - (ii) any restrictions expressly set out in the relevant Statement of Work;
- (b) all Intellectual Property Rights in and relating to ZAIZI Material shall be retained by ZAIZI or its licensors, provided that CUSTOMER and other persons authorised by CUSTOMER shall have a non-exclusive, non-terminable, royalty free licence to copy, adapt and use, and allow others to copy adapt and use, the ZAIZI Material to the extent that this is necessary to enable the copying, adaptation and use of the relevant Deliverables or Services by CUSTOMER for its own internal business purposes.

### 11.4 CUSTOMER Data

CUSTOMER will own the Intellectual Property Rights in any CUSTOMER Data, and to the extent that ZAIZI obtains any title to any such Intellectual Property Rights ZAIZI hereby assigns all such Intellectual Property Rights to CUSTOMER absolutely.

### 11.5 Right of ZAIZI to use CUSTOMER Material and CUSTOMER Data

CUSTOMER grants to ZAIZI a licence to copy, adapt and use CUSTOMER Material and the CUSTOMER Data for the purposes of providing the Services and as otherwise reasonably necessary in order to perform any of ZAIZI's other obligations or to exercise any of its rights under the relevant Statement of Work.

### 11.6 Licence or other contractual terms relating to Third Party Software and hosting Services

CUSTOMER acknowledges that the use of any Third Party Software (to which access is provided to CUSTOMER rather than where the Third Party Software is a Deliverable) or any hosting services may be subject to licence or other contractual terms with the relevant third parties. ZAIZI will notify CUSTOMER of any such terms and CUSTOMER agrees to comply with them in relation to the use or access by it to the Third Party Software or hosting services concerned.

### 11.7 Nature of licences



Except to the extent expressly stated otherwise in the relevant Statement of Work, all licences granted by either party to the other under a Statement of Work:

- (a) are non-exclusive and the party granting the licence is allowed to grant similar rights to anyone else; and
- (b) will continue until termination of this agreement or any relevant Statement of Work), after which they will terminate unless expressly agreed otherwise as part of the relevant Statement of Work.

#### 11.8 Use of know-how by ZAIZI

Subject to the obligations of confidentiality in clause 8, nothing in this clause 11 will prevent ZAIZI from using or re-using in the course of its business any know-how, techniques, methods of general business or technical knowledge used or developed in the course of providing the Services, provided that ZAIZI will not attempt to memorise or make any specific written records of CUSTOMER's confidential information for these purposes.

#### 11.9 ZAIZI's indemnity

ZAIZI will indemnify CUSTOMER against any loss or damage suffered or incurred by CUSTOMER as a result of any claim that the use of or possession by CUSTOMER in accordance with this agreement and any relevant Statement of Work of any Deliverables infringes the Intellectual Property Rights of any third party, provided that this indemnity will not apply to the extent that the relevant infringement results from:

- (a) any:
  - (i) CUSTOMER Material or CUSTOMER Data forming part of the Deliverables or the authorised use by ZAIZI of information, documents, materials, facilities or items supplied by CUSTOMER; or
  - (ii) any Open Source Software or Third Party Software forming part of the Deliverables; or
- (b) CUSTOMER modifying any Deliverables without the consent of ZAIZI.

#### 11.10 CUSTOMER's indemnity

CUSTOMER will indemnify ZAIZI against any loss or damage suffered or incurred by ZAIZI as a result of any claim that the use or possession by ZAIZI in accordance with this agreement of CUSTOMER Material infringes the Intellectual Property Rights of any third party, provided that this indemnity will not apply to the extent that the relevant infringement results from ZAIZI modifying any CUSTOMER Material without the consent of CUSTOMER.

#### 11.11 Dealing with claims under indemnities

In relation to any third party claim to which any of the indemnities in this clause 11 relate, the party claiming the benefit of the indemnity shall:

- (a) allow the other party on request to conduct the defence of the claim (including settlement);
- (b) make no admission to the claim without the prior consent of the other party;
- (c) notify the other party as soon as is reasonably practicable of the claim; and



- (d) at the expense of the other party, co-operate and assist to a reasonable extent with the other party's defence of the claim.

## 12. Open source software and Third Party Software

ZAIZI may only include Open Source Software or Third Party Software within or as part of Deliverables to the extent that ZAIZI has:

- (a) obtained the prior consent of CUSTOMER to use the Open Source Software or Third Party Software concerned;
- (b) notified CUSTOMER of the Open Source Software or Third Party Software which is to be incorporated within the Deliverables; and
- (c) provided CUSTOMER with details of the Open Source Software or Third Party Software licences applicable to the software concerned, and obtained CUSTOMER's prior agreement to those licences.

The parties may agree Open Source Software and/or Third Party Software to be included in relation to any given Statement of Work, and record this in the Statement of Work (in which case CUSTOMER's consent to their inclusion will be treated as having been given, subject to ZAIZI notifying CUSTOMER of any relevant licensing terms as set out above).

## 13. Dispute resolution procedure

In the event of any dispute between the parties, then:

- (a) the parties' will attend a meeting to attempt to resolve the dispute. Unless agreed otherwise between the parties at the time, this meeting will be treated as being conducted on a "without prejudice" and "subject to contract" basis;
- (b) if the parties are unable to resolve the matter via a meeting, then the parties will try and resolve the claim through mediation under the auspices of the Centre for Dispute Resolution ("CEDR") in London, by reference to the CEDR Model Mediation Procedure, on the basis that the language of the mediation shall be English.

Nothing in this clause 13 shall prevent the parties from immediately seeking from any court of competent jurisdiction an interim order restraining the other party from doing any act or compelling the other party to do any act.

## 14. Non-solicitation

Each party shall not during the term of any relevant Statement of Work or for a period of six months after the Termination Date of the Statement of Work concerned directly or indirectly: (a) solicit or endeavour to entice away from the other party any Restricted Person;

- (b) employ or otherwise engage (save in a junior administrative or secretarial capacity) any Restricted Person.

## 15. Other terms

#### 15.1 Assignment and sub-contracting

ZAIZI may not assign or sub-contract any of its rights or obligations under a Statement of Work without CUSTOMER's consent (such consent not to be unreasonably withheld).

#### 15.2 Circumstances beyond a party's control

Neither party will be liable to the other for any breach of a Statement of Work which arises because of any circumstances which that party cannot reasonably be expected to control.

#### 15.3 Notices and consents

All notices and consents relating to a Statement of Work must be in writing. All variations to a Statement of Work must be agreed, set out in writing and signed on behalf of both parties before they take effect.

#### 15.4 No other terms

Each Statement of Work will set out all of the terms that have been agreed between the parties in relation to the subjects covered by it. Subject to clause 7.1, no other representations or terms shall apply or form part of this agreement or any Statement of Work.

#### 15.5 Third party rights

No term of a Statement of Work is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to the Statement of Work.

#### 15.6 Law

Each Statement of Work will be governed by English law. Both parties submit to the exclusive jurisdiction of the English courts in relation to any dispute under or in relation to any Statement of Work.

#### 15.7 Coronavirus

##### Adverse effect of coronavirus

15.7.1 The parties acknowledge that, as at the date of this agreement, there is a coronavirus epidemic which may have an adverse effect on the ability of ZAIZI to perform its obligations under this agreement, in circumstances which are outside ZAIZI's control. The purpose of this clause is to explain what it to happen in that event. Reference to coronavirus in this clause includes reference to:

- (a) COVID-19, any variant of COVID-19, and any other epidemic virus or other disease which affects the population of the UK generally during the term of this agreement;
- (b) Any legislation, regulation or government notice or guidance with which ZAIZI or CUSTOMER is required or recommended by the government or any relevant regulatory body to comply in respect of COVID19 or other virus or disease.

##### ZAIZI obligations adversely affected by coronavirus

15.7.2 If, as a result of coronavirus and in circumstances which are outside the control of ZAIZI, the performance by ZAIZI of any of its obligations under this agreement is (or is likely to be) prevented or delayed then:

- (a) ZIAIZ must notify CUSTOMER immediately it becomes aware that this is (or is likely to become) the case.
- (b) CUSTOMER must take all reasonable steps to overcome or mitigate the adverse effects of coronavirus on the performance of ZAIZI obligations.
- (c) Provided that the circumstances are outside ZAIZI's control and that ZAIZI has complied with its obligations under clause 15.7.2(b), ZAIZI will not be liable for any breach of this agreement arising from performance of its obligations being prevented or delayed.
- (d) If the period during which the ZAIZI is prevented or delayed from performing its obligations extends to 7 days following the date on which the delay started, then from that point until the Supplier notifies ZAIZI that performance of the Supplier's obligations is no longer prevented or delayed (assuming that to be true), ZAIZI may terminate this agreement immediately by notice to the CUSTOMER.

#### 15.7.3. Consequences of termination

If ZAIZI terminates this agreement in accordance with clause 15.7.2 (d) then:

- (a) Other than as set out in this clause 15.7.3, and other than in relation to any obligations which expressly or impliedly remain enforceable after termination of this agreement, the parties shall be discharged from further performance of their obligations under this agreement.
- (b) In relation to the charges payable under this agreement:
  - (i) ZAIZI will pay CUSTOMER a reasonable proportion of the total projected charges under the agreement in respect of the proportion of the scheduled Services and Deliverables completed and delivered by ZAIZI in useable form prior to the date of termination.
  - (ii) ZAIZI shall have no further or greater liability to pay any charges to CUSTOMER.
  - (iii) To the extent that the reasonable proportion of the total charges calculated in accordance with clause (i) above:
    - (A) is more than the total amount paid (or due but unpaid) to ZAIZI up to the date of termination, ZAIZI will pay the difference to CUSTOMER; or
    - (B) is less than the total amount paid (or due but unpaid) to CUSTOMER up to the date of termination, CUSTOMER will repay to ZAIZI and/or cancel any outstanding liability of ZAIZI, to the value of the difference;

and so that in each case the maximum amount due and payable to CUSTOMER under the agreement is the reasonable proportion of the total charges calculated in accordance with clause (i) above.

## SCHEDULE 2

### DEFINITIONS AND INTERPRETATION

#### 1. Definitions

1.1 In this agreement (including schedule 1), defined terms used are as follows (references to clause numbers in the definitions are to the clauses of the main body of this agreement, unless stated otherwise):

Commencement Date defined in clause 3.1

CUSTOMER Data any data (including personal data) created, produced or collected:

- by CUSTOMER;
- by ZAIZI in the course of providing Deliverables or Services; or
- by use or means of a Deliverables;

CUSTOMER Material defined in clause 11.1(c) of schedule 1;

Default any breach of contract, negligent or other wrongful act or omission or any other act or omission on the part of a party, in any such case giving rise to a cause of action on the part of, or any other liability (including any liability in contract or under general law) to, the other party or any other person;

Defect an error or defect in a Deliverable;

Deliverable	<p>any deliverable item to be produced or supplied by ZAIZI as part of, or in the course of, provision of any Services, including:</p> <ul style="list-style-type: none"><li>• reports or other documents;</li><li>• designs (including logos and brand designs);</li><li>• software;</li><li>• databases;</li><li>• websites;</li><li>• apps; and</li><li>• any other deliverable material;</li></ul>
Effective Date	defined in clause 3.1 of this agreement;
ZAIZI Material	defined in clause 11.1(b) of schedule 1;
Intellectual Property Rights	all copyright, patent rights, trade or service marks, design right, rights in or relating to databases, rights in or relating to confidential information, and any other intellectual property rights (registered or unregistered) throughout the world including all rights of reversion and rights to any applications and pending registrations and the right to sue for and recover damages for past infringements;
Material Defect	any Defect other than a Minor Defect;
Minor Defect	a Defect which is trivial or cosmetic or which does not have any material adverse effect on the use or operation of the relevant Deliverables in accordance with the relevant Statement of Work;
Open Source Software	any software that is distributed as open source software or similar licensing or distribution models (whether under licences approved by the open source Initiative or not) including software licensed or distributed under any of the following licenses or distribution models: (1) GNU's General Public License (GPL) or Lesser/Library (LLGPL); (2) the Artistic License (e.g. PERL); (3) the Mozilla Public License; (4) the Netscape Public License; (5) the Sun Community Source License (SCSL); (6) the Sun Industry Standards License (SISL); (7) the BSD License; (8) the Apache License; and (9) the Microsoft Public License (Ms-PL);
Project	defined in clause 2.5;

Project Year	in relation to any given Statement of Work, the period of a year starting with the Commencement Date and each succeeding period of a year or part of a year starting on the first and any subsequent anniversary of the Commencement Date, until termination of the Statement of Work;
Rate Card	the Rate Card in schedule 3;
Restricted Person	<p>any person who was known to or worked with either party in connection with the provision of the Services and who:</p> <ul style="list-style-type: none"><li>• is employed by the party concerned or engaged as a consultant to the party concerned at the Termination Date of the relevant Statement of Work;</li><li>• has at any time in the period of six months prior to the Termination Date of the relevant Statement of Work been employed by the party concerned or engaged as a consultant to the party concerned;</li></ul> <p>in either case otherwise than in a junior administrative or secretarial capacity;</p>
Services	defined in clause 1.2;
Software Deliverables	<p>a Deliverable comprising or incorporating any software, including:</p> <ul style="list-style-type: none"><li>• a software application;</li><li>• a website;</li><li>• a database; and</li><li>• an app; or any component part or version of any of the foregoing;</li></ul>
Statement of Work	defined in clause 2.1;
Termination Date	the date on which this agreement or any Statement of Work expires or terminates;
Third Party Software	any software other than Open Source Software the Intellectual Property Rights to which are owned by a third party (other than an associated company of a party to this agreement) and which is licensed or made available for licence to the public; and

The term "personal data" is defined in schedule 4.

The term "insolvency event" in relation to a person means any of the following events:

- #### 1.4 Good industry practice

In this agreement, "good industry practice" means all relevant practices and professional standards that would be expected of a well-managed expert service provider providing Services similar to the Services (taking into account factors such as the period over which they are to be provided and the charges) to CUSTOMER's in a similar sector to CUSTOMER and of a similar size and nature to CUSTOMER.

## 2.1 Interpretation

In this agreement and in each Statement of Work, unless it says otherwise:

- (a) reference to a person includes a legal person (such as a limited company) as well as a natural person;
- (b) reference to this agreement of a Statement of Work includes reference to the appendices and appendices and other documents attached to it or

incorporated by reference into it (all as amended or added to from time to time);

- (c) reference to "including" shall be treated as being by way of example and shall not limit the general applicability of any preceding words;
- (d) reference to any legislation shall be to that legislation as amended, extended or reenacted from time to time and to any subordinate provision made under that legislation;
- (e) reference to this agreement or to any Statement of Work shall include reference to it after it has been amended, added to or replaced by a new agreement or Statement of Work (as the case may be).

## 2.2 No partnership

Except to the extent that this agreement expressly says otherwise, nothing in this agreement shall create a partnership between the parties or give the rights of a partner to either party.



## SCHEDULE 3

## STANDARD RATE CARD

## 1. Rate card

Services or charges which are not expressly agreed as part of the relevant Statement of Work shall be calculated in accordance with the following daily rates (excluding VAT).

POSITION/SERVICE	DAILY RATE (£, EX-VAT)
Role	
Role	
Role	
Role	
Role	
Role	
Role	
Role	
Role	

## SCHEDULE 4

### DATA PROTECTION

#### 1. Definitions and interpretation

##### 1.1 Defined terms

Defined terms used in this schedule are as follows:

breach notice	defined in clause 3.1(i)
data protection regulations	<p>all laws applicable to any personal data processed under or in connection with this agreement, including:</p> <ul style="list-style-type: none"><li>• the Data Protection Directive 95/46/EC (as the same may be superseded by the GDPR);</li><li>• the Privacy and Electronic Communications Directive 2002/58/EC;</li><li>• the GDPR</li><li>• the Data Protection Act 2018 and all other national legislation implementing or supplementing any of the foregoing; and</li><li>• all associated codes of practice and other binding guidance issued by any Regulator;</li></ul> <p>all as amended, re-enacted and/or replaced and in force from time to time;</p>
DPIA	defined in clause 3.1(j)(ii)(C);
GDPR	the General Data Protection Regulation 2016/679;
relevant terms	defined in clause Error! Reference source not found.;
security breach	defined in clause 3.1(g); and

##### 1.2 Terms from the data protection regulations

When used in this agreement, the following terms shall have the same meaning as in the data protection regulations:

- (a) personal data;
- (b) controller;
- (c) processor;
- (d) processing; and
- (e) supervisory authority.

### 1.3 Other defined terms

Except as set out in clauses 1.1 and 1.2 above, defined terms used in this schedule shall have the same meaning as provided for by this agreement.

### 1.4 Application of this schedule

This schedule sets out the obligations of each party with regard to the processing of personal data under or in relation to the agreement between CUSTOMER and ZAIZI of which this schedule forms a part. To the extent of any conflict between this schedule and the rest of this agreement, the terms of this schedule will take precedence.

## 2. Processing of personal data under this agreement

### 2.1 Compliance with the data protection regulations

Each of CUSTOMER and ZAIZI will comply with (and shall ensure that its staff and/or subcontractors comply with) the data protection regulations in relation to the processing of any personal data under or in relation to a Statement of Work.

### 2.2 Parties acting as data controllers

Where either party processes personal data under or in relation to a Statement of Work while acting as data controller, the party concerned will be responsible for ensuring that there is an appropriate legal basis for the processing of the personal data concerned (including, if relevant, to the legal basis for processing, that any relevant data subjects have consented to the processing concerned) and for compliance generally with the obligations of a data controller under the data protection regulations.

### 2.3 ZAIZI acting as data processor

In relation to the processing of personal data under a Statement of Work where the processing is carried out by ZAIZI on behalf of CUSTOMER and in circumstances in which CUSTOMER alone determines the purposes and means of the processing, the parties acknowledge and agree that:

- (a) CUSTOMER will be the data controller; and
- (b) ZAIZI will be the data processor;

in relation to the processing concerned, and ZAIZI agrees that it will process the relevant personal data only in accordance with the terms of the Statement of Work. It will be CUSTOMER's responsibility to ensure that all necessary steps have been taken (including, where appropriate, the obtaining of consent from the relevant data subjects) to ensure that the processing by ZAIZI in accordance with this agreement of personal data provided by or on behalf of CUSTOMER is compliant with the data protection regulations.

### 2.4 Personal data to be processed under this agreement

Where ZAIZI (acting as data processor) is to process any personal data on behalf of CUSTOMER (acting as data controller), the relevant Statement of Work will set out:

- (a) the subject matter and duration of the processing to be carried out;
- (b) the nature and the purpose of the processing to be carried out;
- (c) the type(s) of personal data to be processed; and

- (d) the categories of data subjects in relation to whom personal data will be processed;

under the Statement of Work concerned.

### 3. Responsibilities of ZAIZI

#### 3.1 Processing of personal data by ZAIZI

In relation to the processing of personal data by ZAIZI (acting as data processor) on behalf of CUSTOMER (acting as data controller) under this agreement, ZAIZI shall:

- (a) process the personal data (including when making an international transfer of the personal data) only to the extent necessary in order to provide the relevant Services and then only in accordance with:

- (i) the terms of this agreement;
- (ii) CUSTOMER's written instructions from time to time;

unless otherwise required by law. Where ZAIZI is required by law to process the personal data otherwise than as provided by this agreement, it will notify CUSTOMER before carrying out the processing concerned (unless the law also prevents ZAIZI from doing so for reasons of important public interest);

- (b) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by the processing, in particular protection against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed under this agreement. Such measures should include, as appropriate:

- (i) pseudonymisation and/or encryption of the personal data;
- (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of any systems used to process the personal data;
- (iii) the ability to restore the availability and access to the personal data in a timely manner in the event of a physical or technical incident; and
- (iv) a process for regularly testing, assessing and evaluating the effectiveness of such measures;

- (c) take all reasonable steps to ensure that only authorised personnel have access to the personal data and that any persons whom it authorises to have access to the personal data will respect and maintain all due confidentiality in relation to the personal data (including by means of an appropriate contractual duty of confidentiality where the persons concerned are not already under such a duty under the law);
- (d) not engage any sub-processors in the performance of the Services without the prior written consent of CUSTOMER and otherwise in accordance with clause Error! Reference source not found. at all times;
- (e) not do, or omit to do, anything, which would cause CUSTOMER to be in breach of its obligations under the data protection regulations;

- (f) immediately notify CUSTOMER if, in ZAIZI's opinion, any instruction given to ZAIZI infringes the data protection regulations;
- (g) immediately notify CUSTOMER of any actual or alleged incident of unauthorised or accidental disclosure of or access to any personal data or other breach of this agreement by ZAIZI or any of ZAIZI's staff, sub-processors or any other identified or unidentified third party (a "security breach");
- (h) promptly provide CUSTOMER with full cooperation and assistance in respect of any security breach and all information in ZAIZI's possession concerning the security breach, including the following:
  - (i) the possible cause and consequences of the security breach;
  - (ii) the categories of personal data involved;
  - (iii) a summary of the possible consequences for the relevant data subjects;
  - (iv) a summary of the unauthorised recipients of the personal data; and
  - (v) the measures taken by ZAIZI to mitigate any related risk and/or loss or damage or (potential loss or damage);
- (i) not make any announcement or publish or otherwise authorise any broadcast of any notice or information about a security breach (a "breach notice") without:
  - (i) the prior written consent from CUSTOMER; and
  - (ii) prior written approval by CUSTOMER of the content, media and timing of the breach notice;
- (j) where applicable in respect of any personal data processed under this agreement, cooperate with and assist CUSTOMER in ensuring compliance with:
  - (i) CUSTOMER's obligations to respond to requests from any data subject(s) seeking to exercise its/their rights under Chapter III of the GDPR, including by notifying CUSTOMER of any written subject access requests ZAIZI receives relating to CUSTOMER's obligations under the data protection regulations; and
  - (ii) CUSTOMER's obligations under Articles 32 – 36 of the GDPR to:
    - (A) ensure the security of the processing;
    - (B) notify the relevant supervisory authority, and any data subject(s), where relevant, of any breaches relating to personal data;
    - (C) carry out any data protection impact assessments (each a "DPIA") of the impact of the processing on the protection of personal data; and
    - (D) consult the relevant supervisory authority prior to any processing where a DPIA indicates that the processing would result in a high risk in the absence of measures taken by CUSTOMER to mitigate the risk;
- (k) ensure that any sub-processor it engages to provide any services on its behalf in connection with this agreement does so only on the basis of a written contract

which imposes on such sub-processor terms equivalent to those imposed on ZAIZI in this schedule or such other terms as are agreed with CUSTOMER (the "relevant terms"). ZAIZI shall procure the performance by the sub-processor of the relevant terms and shall be directly liable to CUSTOMER for:

- (i) any breach by the sub-processor of any of the relevant terms;
- (ii) any act or omission of the sub-processor which causes:
  - (A) ZAIZI to be in breach of this agreement; or
  - (B) CUSTOMER or ZAIZI to be in breach of the data protection regulations;

and provided that where CUSTOMER has given a general authorisation to ZAIZI to engage sub-processors, then prior to engaging a new subprocessor under the general authorisation ZAIZI will notify CUSTOMER of any changes that are made and give CUSTOMER an opportunity to object to them;

- (l) allow CUSTOMER to monitor and audit ZAIZI's compliance with the data protection regulations and its obligations under this agreement at any time during normal business hours. ZAIZI agrees to provide CUSTOMER promptly with all access, assistance and information that is reasonably necessary to enable the monitoring and audits concerned. If CUSTOMER believes that an on-site audit is necessary, ZAIZI agrees to give CUSTOMER reasonable access to the Supplier's premises (subject to any reasonable confidentiality and security measures), and to any stored personal data and data processing programs it has onsite. CUSTOMER is entitled to have the audit carried out by a third party;
- (m) if ZAIZI transfers any personal data received from or on behalf of CUSTOMER to any third party (which shall include any affiliates of ZAIZI) where such third party is located outside the European Economic Area, in advance of any such transfer seek the written instructions of CUSTOMER, which may include (as appropriate):
  - (i) the requirement for ZAIZI to execute or procure that the third party execute standard contractual clauses for transfers from data controllers to data processors approved by the Commission pursuant to Decision 2010/87/EU, as amended by Commission Implementing Decision (EU) 2016/2297;
  - (ii) the requirement for the third party to be certified under the Privacy Shield framework; or
  - (iii) the implementation of any other specifically approved safeguard for data transfers (as recognised under the data protection regulations) and/or a European Commission finding of adequacy;
- (n) upon completion of the Services, at CUSTOMER's discretion:
  - (i) delete; or
  - (ii) return to CUSTOMER;

all relevant personal data (including copies) processed by ZAIZI on behalf of CUSTOMER under to this agreement, except to the extent that ZAIZI is required by law to retain any copies of the personal data.

### 3.2 Rights and obligations under this agreement generally

Subject to clause 1.4, this schedule is without prejudice to the other rights and obligations of the parties under this agreement which shall continue to have full force and effect.