



TerraQuest
DATA SOLUTIONS

TERRAQUEST SOLUTIONS LTD
(t/a TerraQuest)

and

[.....]

Dated.....

CONTRACT FOR THE SUPPLY OF
[.....]
CONSULTANCY SERVICES

Contract

This Contract includes:

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PART A: ORDER FORM

Clients must use this template order form as the basis for the contract.

Contract reference	[.....]
Contract title	[.....]
Contract description	[.....]
Start date	[.....]
Expiry date	[.....] from the service commencement date
Contract value	[.....] excl VAT
Charging method	[.....]
Purchase order number	[.....]

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Deliverables offered by the Company.

Client	[.....] [.....] [.....] [.....]
Company	TerraQuest Floor 7 & 8, Quayside Tower 252-260 Broad Street Birmingham B1 2HF Company number: 04653583
Together the 'Parties'	

Principal contact details

For the Client:

Name: [.....]

Email: [.....]

Phone: [.....]

For the Company:

Name: [.....]

Email: [.....]

Phone: [.....]

Contract Term

Start date	This Contract Starts on [.....] and is valid for [... months], with an option to extend.
Term	[.....]
Ending (termination)	<p>Without affecting any other right or remedy available to it, the Company may terminate the Contract as per clause 12.4 in Part B.</p> <p>Without affecting any other right or remedy available to it either party may terminate the contract by giving written notice to the other party as per clause 12.2 in Part B.</p>
Extension period	This Contract can be extended by the Client, by giving the Company written notice as per clause 7 in Part B.

Client contractual details

This Order is for the Services outlined below.

Services required	<p>The Services to be provided as set out in Part A Schedule 1 and Part C Annex's 1 &2 including:</p> <p>[.....]</p>
Additional Services	[.....]
Location	<p>The Services will be delivered to</p> <p>[.....]</p>



Quality standards	The quality standards required for this Contract are [.....]
Technical standards:	The technical standards used as a requirement for this Contract are [.....]
Service Level Agreement:	The service level and availability criteria required for this Contract are: [.....]
Onboarding	The on-boarding plan for this Contract is as per Part C Annex 2 Mobilisation Schedule
Offboarding	The off-boarding plan for this Contract is as per the service description. Detailed plans and timescales for the offboarding will be created and agreed between the Client and the Company as appropriate in line with the contract end dates.
Limit on Parties' liability	As per Clause 11 in Part B Clause 5.2 in Part B applies for a more in-depth definition of Client Defaults.



Insurance	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none">• a minimum insurance period of 6 years following the expiration or Ending of this Contract• professional indemnity insurance cover to be held by the Company and by any agent, Subcontractor or consultant involved in the supply of the Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Client requires (and as required by Law)• employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law• public liability insurance with a minimum limit of £1,000,000 or any higher minimum limit required by Law
Client's responsibilities	<p>The Client is responsible for</p> <p>[.....]</p>
Client's equipment	<p>The Client's equipment to be used with this Contract includes</p> <p>[.....]</p>

Contract charges and payment

The Contract payment details are in the table below. See Part A Schedule 2 and Part C Annex 1 for a full breakdown of Contract Charges.

Payment method	The payment method for this Contract is BACS
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Payment profile	The payment profile for this Contract is monthly in arrears.
Invoice details	The Company will issue electronic invoices monthly in arrears. The Client will pay the Company within 30 days of receipt of a valid invoice.
Who and where to send invoices to	[.....]
Invoice information required	All invoices shall include: Invoice number Invoice Date Billing period covered Description of service delivered Unit quantity and price Net costs broken down by unit Purchase order number
Invoice frequency	Invoice will be sent to the Client monthly in arrears.
Contract value	[£.....] excl VAT
Contract charges	<p>The breakdown of the Charges is set out within Part A Schedule 2- Contract Charges and Part C Annex1.</p> <p>Expenses will be charged at cost at £0.45 per mile. Mileage will be paid and only apply to business journeys, using the Client offices as the base marker.</p>

Additional Client terms

Client obligations	As per Part B clause 5
Performance of the Service and Deliverables	This Contract will include the following deliverables [.....]
Personal Data and Data Subjects	As per Part B Schedule 3

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Client agrees to enter a Contract with the Company.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the terms and conditions as per Part B and by signing below agree to be bound by this Contract.
- 1.3 This Contract will be formed when the Company acknowledges receipt of the signed copy of the Order Form from the Client.

2. Background to the agreement

- 2.1 The Order constitutes an offer by the Client to purchase Services in accordance with the terms and conditions as set out within Part B.



Signed	Company	Client
Name	[.....]	[.....]
Title	[.....]	[.....]
Signature	[.....]	[.....]
Date	[.....]	[.....]

Schedule 1: Services

[...insert description of services as outlined in the Proposal]

The above scope is based upon a Proposal provided by the Company as per attachment within
Part C Annex 1-The Company Proposal.

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Schedule 2: Contract charges

For each individual Service, the detailed Charges breakdown for the provision of Services during the Term will include:

The breakdown of the Charges is

[£.....unit cost] for the [.....]

[£.....] per mile for travel expenses

The above Charges are based upon a Proposal provided by the Company as per attachment within

Part C Annex 1- The Company Proposal.

PART B: TERMS AND CONDITIONS

FOR THE SUPPLY OF THE COMPANY'S CONSULTANCY SERVICES

1. COMMENCEMENT DATE AND TERM

- 1.1. The Company will start providing the Services on the date specified in the Order Form
- 1.2. The Initial Term of this Contract shall be [.....] [] months]
- 1.3 At the end of the Initial Term the Contract will automatically be extended for successive ninety (90) day periods (each an Extended Term“) unless ended earlier under clause 12.

2. INTERPRETATION

2.1 In these Conditions:

- (i) person includes a natural person, corporate or unincorporated body;
- (ii) a reference to the Company or the Client includes its personal representatives, successors and permitted assigns;
- (iii) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted and includes any subordinate legislation;
- (iv) any phrase introduced by the terms including or include shall be illustrative and shall not limit the sense of the preceding words;
- (v) a reference to writing or written includes emails but excludes faxes;
- (vi) the terms 'personal data', 'data subject', 'processor', 'controller', 'processing', 'personal data breach', 'pseudonymisation', 'special categories of data' and 'supervisory authority' have the meanings set out in Data Protection Law; and
- (vii) the following definitions apply:

“Applicable Law”

the laws of England and Wales, together with any other mandatory laws, regulations, regulatory policies, guidelines, or industry codes which apply

to the performance of each party's obligations under the Contract.

"Business Day"

a day other than a Saturday, Sunday or public or privilege holiday in Northern Ireland and England.

"Change"

an amendment to:

- (a) the scope, nature, volume, or execution of the Services under these Conditions; or
- (b) any other term or schedule of these Conditions.

"Change Control Note"

the written record of any Change agreed or to be agreed by the parties pursuant to the Change Control Procedure.

"Change Control Procedure"

the procedure for agreeing a Change, as set out in clause 7

"Charges"

the charges payable by the Client for the supply of the Services as set out in Schedule 2.

"Client"

the person or firm who purchases Services from the Company.

"Client Content"

any data, documents, text, or other content (together with any database made up of any of these), embodied in any medium, that are provided to the Company by or on behalf of the Client (including any supplied by a User to the Client which the Client then provides to the Company), in order to perform its obligations pursuant to the Contract.

"Client Default"

has the meaning set out in clause 5.2.

"Client Personnel"

employees, directors, and agents of the Client, together with employees, directors and agents of any contractor undertaking activities on behalf of the Client who are not the Company Personnel.

"Client Obligations"

the obligations described in clause 5.

"Commencement Date"

has the meaning given in clause 3.2.

"Conditions"

these terms and conditions as amended from time to time in accordance with clause 14.7

“Confidential Information”

information of commercial value, in whatever form or medium, disclosed by a party to the other party, including commercial or technical know-how, technology, information pertaining to business operations and strategies, information pertaining to clients, pricing and marketing information relating to the business of either party, information which is marked as confidential, or information which ought reasonably to be considered confidential in light of the nature of the information and/or circumstances of its disclosure.

“Contract”

the contract between the Company and the Client for the supply of Services in accordance with these Conditions.

“Control”

has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

“Data Protection Impact Assessment”

An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.

“Data Protection Legislation”

Has the meaning set out in Part B Schedule 3 to include any law, statute, regulation, rule or other binding restriction regarding the protection of individuals with regards to the Processing of their Personal Data to which a party is subject, including the DPA and the GDPR (to the extent it remains applicable) and any code of practice or guidance published by the Information Commissioner’s Office from time to time.

“Data Processing Particulars”

the data processing particulars set out Part B Schedule 3

“Data Subject”

has the meaning set out in the Data Protection Legislation.

“Default”

any act or omission of a party, or failure by a party to perform a relevant obligation under this Contract.

“Defect”

an error in the applicable software that causes it to fail to operate materially in accordance with its Software Specification/Documentation.

“DPA”	the Data Protection Act 2018.
“Deliverables”	the deliverables set out in the Proposal produced by the Company for the Client.
“Excluded Clauses”	<p>any of the following:</p> <ul style="list-style-type: none">(i) any act or omission of a Third-Party;(ii) any breach of the Clients obligations under the Contract howsoever arising;(iii) any modification not authorised by the Company; or <p>any other excluded clauses set out in the Contract</p>
“Extended Term”	means the contract period that continues automatically beyond the initial term and or as may be agreed as part of the Change Control Procedure
“Force Majeure Event”	as defined in clause 14.3.
“GDPR”	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016, together with any implementation of the above into UK law. Any reference to “articles” are references to the GDPR.
“Group”	each and every entity that directly or indirectly controls, is controlled by, or is under common control with a party, for so long as such control exists. In the case of companies and corporations, control means beneficial ownership of more than 50% of the voting stock, shares, interest, or equity in an entity; in the case of any other legal entity, “control” and “controlled” shall exist through the ability to directly or indirectly control the management and/or business of the legal entity.
“Initial Term “	means the period from the Commencement Date for an initial period as described within the Contract
“Insolvency Event”	(a) Client suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts under section 123

of the Insolvency Act 1986 or is deemed either unable to pay its debts or as having no reasonable prospect of so doing within the meaning of section 268 of the Insolvency Act 1986 or (if a partnership) has any partner to whom any of the above applies; (b) Client starts negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for/enters into any arrangement with its creditors; (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for/in connection with the winding up of Client; (d) Client is the subject of a bankruptcy petition or order; (e) a creditor or encumbrancer of Client attaches or takes possession of, or a distress, execution, sequestration or other process is levied or enforced on or sued against, the whole or part of its assets which is not discharged within 14 days; (f) an application is made to court, or an order is made to appoint an administrator, or notice of intention to appoint an administrator is given or an administrator is appointed over Client; (g) a floating charge holder over the assets of Client becomes entitled to appoint or has appointed an administrative receiver; (h) a person becomes entitled to appoint a receiver over the assets of Client or a receiver is appointed over the assets of Client; (i) any event analogous to those mentioned in (a)-(h) above in another jurisdiction.

“Intellectual Property Rights”

patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or

	extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
“Order”	the Client’s written acceptance of the Company’s Proposal.
“Order Acceptance”	acceptance by the Company of an Order, which shall consist of a communication from the Company to the Client expressly accepting the Order.
“Project Implementation Plan”	means an agreed project plan including “mobilisation schedule” between the Company and the Client to assist in the completion of various tasks prior to the Service Commencement Date.
“Proposal”	the description of the Services provided in writing by the Company to the Client...
“Services”	means the services to be delivered by or on behalf of the Company in accordance with the terms of these conditions as more particularly detailed in the Company’s Proposal
“Service Commencement Date”	means the date when the Services commence which can only occur upon satisfactory completion of the Project Implementation Plan.
“Service Level Agreement”	means the service level and availability criteria of the Services outlined in the Company’s Proposal .
“Sourcing Issue”	an inability on the part of the Company to source particular materials or resources (including the Company personnel) on terms similar or identical to those available at the Commencement Date (including due to exchange rate fluctuations, increases in taxes or duties) or a change in Applicable Law.
“Subcontract”	means any contract or agreement or proposed agreement between the Company and a Subcontractor in which the Subcontractor agrees to provide to the Client the Services or any part thereof or facilities or goods and services

	necessary for the provision of the Services or any part thereof.
“Subcontractor”	Any third party engaged by the Company under a Subcontract and its servants or agents in connection with the provision of the Services.
“The Company”	TerraQuest Solutions Limited registered in England and Wales with company number 04653583.
“The Company Materials”	has the meaning set out in clause 5.1.6.
“The Company Personnel”	The Company employees, directors, and agents, together with employees, directors and agents of any contractor undertaking activities on behalf of the Company in relation to the performance of its obligations under the Contract.
“Third Party Suppliers”	any third-party supplier used by the Company in the provision of the Services including, but not limited to: [.....].
“Variation”	means any additional service or modification to the Services as outlined in the Company’s Proposal.
“Variation Rates”	the rates chargeable by the Company in respect of a Change,
“Virus”	anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
“Year”	the period of 12 calendar months from the applicable service commencement date and each 12-calendar month period thereafter.

2.2 Interpretation:

2.2.1. A reference to legislation or a legislative provision:

2.2.1.1. is a reference to it as amended, extended, or re-enacted from time to time; and

2.2.1.2 shall include all subordinate legislation made from time to time under that legislation or legislative provision.

2.2.2 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2.2.3 A reference to **writing** or **written** includes fax and email.

3. BASIS OF CONTRACT

- 3.1 The Order constitutes an offer by the Client to purchase Services in accordance with these Conditions.
- 3.2 The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order at which point, and on which date the Contract shall come into existence ("**Commencement Date**").
- 3.3 Any samples, drawings, descriptive matter, or advertising issued by the Company, and any descriptions or illustrations contained in the Company's catalogues or brochures, are issued, or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 3.4 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice, or course of dealing.
- 3.5 Any Proposal given by the Company shall not constitute an offer and is only valid for a period of 3 months from its date of issue.

4. SUPPLY OF SERVICES

- 4.1 The Company shall supply the Services to the Client in accordance with the Proposal in all material respects.
- 4.2. The Company shall use reasonable endeavours to meet any performance dates specified in the Proposal, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

- 4.3. The Company reserves the right to amend the Proposal and any Services contained therein if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Client in any such event.
- 4.4. The Company warrants to the Client that the Services will be provided using reasonable care and skill according to Good Industry Practice.
- 4.5. The Company has used and will continue to use all reasonable endeavours, software and the most up to date antivirus definitions available from an industry accepted antivirus software seller to minimize the impact of Malicious Software accessing systems owned by, under the control of, or used by the Client via its own access to these systems.
- 4.6. The Company will comply with all reasonable instructions issued by the Client in relation to the Services and will keep the Client properly informed on the progress and performance of the Services.
- 4.7. In providing the Services and all other necessary professional and administrative support services, the Company shall use reasonable endeavours to ensure that it uses the dedicated staff named in the Proposal where specified. Replacements shall be of no less qualification, competence, skill, and experience.
- 4.8. The Company shall ensure that all members of its staff are properly and sufficiently qualified, competent, skilled, honest, and experienced for the Services to be performed, and at all times exercise proper care in the execution of their duties and tasks. This will also be dependent on expectation, understanding of process and training material set out by the Client.
- 4.9. During the provision of the Services, neither the Company nor the Client shall approach or make offers of employment to or engage any member of each other's staff engaged or employed in connection with these conditions without having first obtained the written consent of the other.
- 4.10. Subject to prevailing employment legislation, and clause 4.7 the Client shall have the right to request that the Company remove any member of staff employed or used by the Company under these conditions provided such requirement shall be stated in writing and not be made unreasonably.

- 4.11. Upon receiving a request under clause 4.10, the Company shall consider the grounds for removal of the specified person and, if in agreement with the request, the Company shall remove and replace the employee as soon as possible, and in any event not later than 28 days of the Client requesting the Company of this requirement, unless the Client shall require otherwise. If the Company is not in agreement with the request, the Company shall detail the grounds for refusing the request as soon as possible, and in any event not later than 14 days of the Client requesting the Company of this requirement.
- 4.12. The Company will be entitled to sub-contract all or any part of the Services and shall:
- 4.12.1. ensure that such sub-contractor is obliged to comply with all of the obligations and duties of the Company under this Contract insofar as they relate to the Services which that subcontractor is required to provide.
 - 4.12.2. be solely responsible for payments to that sub-contractor.
 - 4.12.3. remain solely responsible and liable to the Client for any breach of this Agreement or act of omission of a sub-contractor or any performance, non-performance of any of the Services and /or obligations by any sub-contractor to the same extent as if such breach or act of omission had been committed by the Company.

5. CLIENT'S OBLIGATIONS

- 5.1. The Client shall:
- 5.1.1. ensure that the terms of the Order and any information it provides in the Proposal are complete and accurate;
 - 5.1.2. co-operate with the Company in all matters relating to the Services;
 - 5.1.3. provide the Company, its employees, agents, consultants, and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by the Company;
 - 5.1.4. provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and

- ensure that such information is complete and accurate in all material respects;
- 5.1.5. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 5.1.6. keep all materials, equipment, documents, and other property of the Company ("**The Company Materials**") at the Client's premises in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation;
 - 5.1.7. comply with any other obligations which are apparent or would be ordinarily expected to be complied with by the Client in the ordinary course of receipt of similar services;
 - 5.1.8. respond promptly to any request for a decision, guidance, information, or instruction which the Company may submit in relation to a Contract from time to time;
 - 5.1.9. not do or permit anything to be done that will or may damage the business, reputation, image and/or goodwill of the Company.
- 5.2. If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("**Client Default**"):
- 5.2.1. without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays the Company's performance of any of its obligations;
 - 5.2.2. The Company shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 5.2; and

- 5.2.3. the Client shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Client Default.

6. CHARGES AND PAYMENT

- 6.1. The Charges for the Services shall be as set out in the Proposal.
- 6.2. The Company reserves the right to increase the Charges for any Extended Term in accordance with the Variation Rates.
- 6.3. The Company reserves the right to increase the Charges and the Variation Rates on an annual basis and each increase shall have effect from 1 January each year.
- 6.4. Any increase to the Charges or Variation Rates in accordance with clause 6.3. shall not take effect until the first anniversary of the Commencement Date. After the first anniversary of the Commencement Date, any increase in the Charges and Variation Rates will be in accordance with clause 6.3.
- 6.5. The Client shall be given 30 days' notice of any increase to the Charges or the Variation Rates.
- 6.6. The Company shall invoice the Client monthly in arrears.
- 6.7. The Client shall pay each invoice submitted by the Company:
- 6.7.1. within 30 days of the date of the invoice; and
 - 6.7.2. in full and in cleared funds to a bank account nominated in writing by the Company, and
- time for payment shall be of the essence of the Contract.
- 6.8. All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Client, the Client shall, on receipt of a valid VAT invoice from the Company, pay to the Company 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.
- 6.9. If the Client fails to make a payment due to the Company under the Contract by the due date, then, without limiting the Company's remedies under clause 12, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.9 will accrue each

day at 5% a year above the Bank of England's base rate from time to time, but at 5% a year for any period when that base rate is below 0%.

- 6.10. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. CHANGE CONTROL

- 7.1. Either party may submit a written request for Change to the other party in accordance with this clause 7, but no Change will come into effect until a Change Control Note has been signed by the authorised representatives of both parties.
- 7.2. If the Client requests a Change:
- 7.2.1. the Client will submit a written request to the Company containing as much information as is necessary to enable the Company to prepare a Change Control Note; and
 - 7.2.2. within 10 Business Days of receipt of a request, the Company will, unless otherwise agreed in writing by the parties, send to the Client a Change Control Note.
- 7.3. If the Company requests a Change, it will send to the Client a Change Control Note.
- 7.4. A Change Control Note must contain sufficient information to enable the Client to assess the Change, including as a minimum:
- 7.4.1. the title of the Change;
 - 7.4.2. the originator of the Change and date of request;
 - 7.4.3. description of the Change;
 - 7.4.4. details of the effect of the proposed Change on:
 - 7.4.4.1. the Services;
 - 7.4.4.2. the Charges;
 - 7.4.4.3. any systems or operations of the Client which communicate with, or are otherwise affected by, the Services; and
 - 7.4.4.4. any other term of the Contract;
 - 7.4.5. the date of expiry of validity of the Change Control Note; and
 - 7.4.6. provision for signature by the Client and the Company.

- 7.5. If, following the Client's receipt of a Change Control Note pursuant to clause 7.2 or clause 7.3:
- 7.5.1. the parties agree the terms of the relevant Change Control Note, they will sign it and that Change Control Note will amend the Contract;
 - 7.5.2. either party does not agree to any term of the Change Control Note, then the other party may refer the disagreement to be dealt with in accordance with the Dispute Resolution Procedure.
- 7.6. Each party will bear its own costs in relation to compliance with the Change Control Procedure.
- 7.7. Any Change to the Contract will be charged at the Variation Rates (as updated by the Company from time to time in accordance with clause 6.3).

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. The Company warrants that it has, and will continue to have, all necessary rights in and to any and all Intellectual Property Rights that it purports to grant to the Client pursuant to these Conditions. The Client warrants to the Company that the Company's possession and use in accordance with this agreement of any materials (including third-party materials supplied by the Client to the Company) shall not cause the Company to infringe the rights, including any Intellectual Property Rights, of any third party.
- 8.2. The Company acknowledges and agrees that the Client and/or its licensors own all Intellectual Property Rights in the Client Data. Except as expressly stated herein or as is necessary to perform the Company's obligations under a Contract, these Conditions do not grant the Company any Intellectual Property Rights or any other rights or licences to or in respect of any Client Data.
- 8.3. Nothing in these Conditions shall be construed so as to prevent the Company from using in the furtherance of its own business general know-how or expertise gained in its performance of a Contract, provided that any such use does not constitute or result in a disclosure of any Confidential Information in breach of clause 14.5 or infringement of any Intellectual Property Rights.
- 8.4. The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 8.3.

- 8.5. The Client grants the Company a fully paid-up, non-exclusive, royalty-free, transferable licence to copy and modify any materials provided by the Client to the Company for the term of the Contract for the purpose of providing the Services to the Client.

9. DATA PROTECTION

- 9.1. The parties shall comply with their data protection obligations as set out in Part B Schedule 3 Data Protection.

10. INSURANCE

- 10.1. The Company shall use reasonable endeavours throughout the initial term and any term thereafter to maintain such insurances as are necessary to cover its obligations and liabilities in connection with the contract and for so long as such insurance is available in the market on reasonable terms with reputable insurers lawfully carrying on insurance business in the UK and shall provide a broker's certificate to evidence that the Company's insurances are in force provided.
- 10.2. The Company shall use reasonable endeavours to provide:
- 10.2.1. insurances to cover its obligations and liabilities for a period of 6 years following the completion of the Services.
 - 10.2.2. professional indemnity insurance cover with a limit of not less than one million pounds (£1,000,000) for each and every claim to be held by the Company and by any Subcontractor involved in the supply of the Services.
 - 10.2.3. employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law.
 - 10.2.4. public liability insurance with a minimum limit of £1,000,000 or any higher minimum limit required by Law.

11. LIMITATION OF LIABILITY:

- 11.1. All representations or warranties (whether written or oral, express, or implied by statute, common law or otherwise) apart from those expressly set out in these Conditions are

hereby excluded. In particular, but without prejudice to the generality of the foregoing, the Company makes no representation or gives any warranty (whether express or implied, statutory and/or otherwise), and will have no liability, regarding the fitness of the Services or the accuracy of any Data Source for any purpose, whether or not such purpose is disclosed to the Company.

- 11.2. References to liability in this clause include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.3. Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 11.4. Nothing in this clause 11 shall limit the Client's payment obligations under the Contract.
- 11.5. Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
 - 11.5.1. death or personal injury caused by negligence;
 - 11.5.2. fraud or fraudulent misrepresentation; and
 - 11.5.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 11.6. Subject to clause 11.3 (No limitation in respect of deliberate default), and clause 11.5 (Liabilities which cannot legally be limited), the Company's total liability to the Client for all loss or damage shall not exceed the Charges.
- 11.7. Subject to clause 11.3 (No limitation in respect of deliberate default), clause 11.4 (No limitation of client's payment obligations) and clause 11.5 (Liabilities which cannot legally be limited), this clause 11.7 sets out the types of loss that are wholly excluded:
 - 11.7.1. loss of profits.
 - 11.7.2. loss of sales or business.
 - 11.7.3. loss of agreements or contracts.
 - 11.7.4. loss of anticipated savings.
 - 11.7.5. loss of use or corruption of software, data, or information.
 - 11.7.6. loss of or damage to goodwill; and
 - 11.7.8. indirect or consequential loss.
- 11.8. The Company has given commitments as to compliance of the Services with relevant Proposals in clause 4. In view of these commitments, the terms implied by sections 3,

4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

- 11.9. Unless the Client notifies the Company that it intends to make a claim in respect of an event within the notice period, the Company shall have no liability for that event. The notice period for an event shall start on the day on which the Client became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 11.10. This clause 11 shall survive termination of the Contract.

12. TERM AND TERMINATION

- 12.1. The Contract shall commence on the date of acceptance of an Order and shall continue for the Initial Term at which point it will be renewed automatically for successive ninety (90) day periods (each an "Extended Term") at the end of the Initial Term and at the end of each Extended Term.
- 12.2. Without affecting any other right or remedy available, the Client may terminate the Contract by giving no less than 60 days' written notice, prior to but not taking effect until the expiry of the Initial Term or the end of any Extended Term, in which event the Contract will terminate.
- 12.3. Without affecting any other right or remedy available to it, The Company may terminate the Contract by giving the Client 60 days' written notice.
- 12.4. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 12.4.1. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 28 days of that party being notified in writing to do so;
 - 12.4.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to

any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- 12.4.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 12.4.4. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 12.5. Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Client if:
 - 12.5.1. the Client fails to pay any amount due under the Contract on the due date for payment; or
 - 12.5.2. there is a change of control of the Client.
- 12.6. Without affecting any other right or remedy available to it, the Company may suspend the supply of Services under the Contract or any other contract between the Client and the Company if:
 - 12.6.1 the Client fails to pay any amount due under the Contract on the due date for payment;
 - 12.6.2. the Client becomes subject to any of the events listed in clause 12.4.3 or clause 12.4.4, or the Company reasonably believes that the Client is about to become subject to any of them; and
 - 12.6.3. the Company reasonably believes that the Client is about to become subject to any of the events listed in clause 12.4.2.

13. CONSEQUENCES OF TERMINATION

- 13.1. On termination or expiry of the Contract:
 - 13.1.1. the Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Client immediately on receipt;

- 13.1.2. the Client shall return all of the Company's Materials and any Deliverables which have not been fully paid for. If the Client fails to do so, then the Company may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 13.2. Termination or expiry of the Contract shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 13.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

14. GENERAL

14.1. Compliance.

- 14.1.1. In performing their respective obligations under the Contract, each party shall comply with all applicable laws, statutes, regulations, and codes from time to time in force.

14.2. Conflicts of interest.

- 14.2.1. The Company shall notify the Client immediately if it becomes aware of any conflict of interest which may prevent it from working for the Client.

14.3. Force majeure.

- 14.3.1. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control arising from any:
- 14.3.1.1. acts, events, or omissions beyond the reasonable control of the affected Party
 - 14.3.1.2. acts of Government, local Government or Regulatory Bodies
 - 14.3.1.3. fire flood or disaster and any failure or shortage of power or fuel
 - 14.3.1.4. industrial dispute affecting a third party for which a substitute third party is not reasonably available
- 14.3.2. The following do not constitute a Force Majeure event:

- 14.3.2.1 any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain
- 14.3.2.2. any event which is attributable to the wilful act, neglect, or failure to take reasonable precautions by the Party seeking to rely on Force Majeure.
- 14.3.2.3. the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Contract was entered into
- 14.3.2.4. any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans

14.4. Assignment and other dealings.

- 14.4.1. The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 14.4.2. The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Company.

14.5. Confidentiality.

- 14.5.1. Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.5.2.
- 14.5.2. Each party may disclose the other party's Confidential Information:
 - 14.5.2.1. to its employees, officers, representatives, contractors, subcontractors, or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors, or advisers to whom it discloses the other party's confidential information comply with this; and

14.5.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.5.3. Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.

14.5.4. The provisions of this clause shall not apply to any Confidential Information that:

14.5.4.1. is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);

14.5.4.2. was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

14.5.4.3. was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;

14.5.4.4. the parties agree in writing is not confidential or may be disclosed; or

14.5.4.5. is developed by or for the receiving party independently of the information disclosed by the disclosing party.

14.6. Entire agreement.

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

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

14.7. Variation.

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

14.8. Waiver.

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

14.9. Severance.

14.9.1. If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Contract deleted under this clause the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

14.10. Notices.

14.10.1. Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number or sent by email to the address specified in the Proposal.

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

14.10.2.1. if delivered by hand, at the time the notice is left at the proper address;

14.10.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

14.10.2.3. if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 14.10, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

14.10.3. This clause 14.10 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

14.11. Third party rights.

14.11.1. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

14.12. Dispute Resolution Procedure

14.12.1. If any dispute arises between the parties under or in relation to this Agreement, the Personnel specified in the principal contact details shall try to resolve the dispute. If the dispute is not resolved within 10 working days of referral it shall be referred to the Authorised signatories specified within the Order Form.

14.12.2. If the authorised signatories do not resolve the dispute within 10 working days of referral, any of the parties involved in the dispute may commence proceedings in accordance with Clause 14.13 Governing law.

14.13. Governing law.

14.13.1. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

14.14. Jurisdiction.

- 14.14.1. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

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SCHEDULE 3

Data protection

1. Introduction

- 1.1. The parties acknowledge that the Company may, depending on the circumstances, act as either a controller or a processor. Clause 3 of this Schedule sets out the obligations of the parties where both parties act as independent controllers. Clause 4 of this Schedule sets out the obligations of the parties where the Company processes personal data on behalf of the Client.
- 1.2. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Schedule 3 is in addition to, and does not relieve, remove, or replace, a party's obligations or rights under the Data Protection Legislation.

2. Interpretation

Agreed Purpose: has the meaning set out under clause 1.3 in Appendix 1.

Controller, processor, data subject, personal data, personal data breach, processing, and appropriate technical and organisational measures: as set out in the Data Protection Legislation.

Data Discloser: a party that discloses Shared Personal Data to the other party.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Permitted Recipients: the parties to the Contract, the employees of each party, any third parties engaged to perform obligations in connection with the Contract.

Shared Personal Data: the personal data as set out in Appendix 1.

Part A

3. DATA SHARING

- 3.1 **Shared Personal Data.** This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the **Data Discloser**) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purpose.
- 3.2 **Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate the Contract with immediate effect.
- 3.3 **Particular obligations relating to data sharing.** Each party shall:
- (a) ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purpose;
 - (b) give full information to any data subject whose personal data may be processed under the Contract of the nature of such processing. This includes giving notice that, on the termination of the Contract, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
 - (c) process the Shared Personal Data only for the Agreed Purpose;
 - (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by the Contract;
 - (f) ensure that it has in place appropriate technical and organisational measures, reviewed, and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
 - (g) not transfer any personal data received from the Data Discloser outside the UK unless the transferor ensures that (i) the transfer is to a country approved under the

applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

3.4 Mutual assistance. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- (a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures)
- (b) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (c) promptly inform the other party about the receipt of any data subject rights request;
- (d) provide the other party with reasonable assistance in complying with any data subject rights request;
- (e) not disclose, release, amend, delete, or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;
- (f) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
- (g) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- (h) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the Shared Personal Data;
- (i) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (j) maintain complete and accurate records and information to demonstrate its compliance with this clause 3 and allow for audits by the other party or the other party's designated auditor; and

- (k) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

Part B

4. DATA PROCESSING

- 4.1 The parties acknowledge that, where this clause 4 applies and for the purposes of the Data Protection Legislation, the Client is the controller, and the Company is the processor. Appendix 1 sets out the scope, nature, and purpose of processing by the Company, the duration of the processing and the types of personal data and categories of data subject.
- 4.2 Without prejudice to the generality of clause 4.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Company and/or lawful collection of the personal data by the Company on behalf of the Client for the duration and purposes of the Contract.
- 4.3 Without prejudice to the generality of clause 4.1, the Company shall, in relation to any personal data processed in connection with the performance by the Company of its obligations under this agreement:
 - (a) process that personal data only on the documented written instructions of the Client unless the Company is required by Applicable Law to otherwise process that personal data. Where the Company is relying on Applicable Law as the basis for processing personal data, the Company shall promptly notify the Client of this before performing the processing required by the Applicable Law unless the Applicable Law prohibits the Company from so notifying the Client;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that

availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- (d) not transfer any personal data outside of the UK unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - (i) the Client or the Company has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) The Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (iv) The Company complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data;
- (e) assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Client without undue delay on becoming aware of a personal data breach;
- (g) at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the personal data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 4.3.

4.4 The Client consents to the Company appointing third party processors of personal data under the Contract. The Company confirms that it will use reasonable endeavours when it enters in written agreements with third party processors to incorporate terms which are substantially similar to those set out in this clause 4.4 and which the Company undertakes will continue to reflect the requirements of the Data Protection Legislation. As between the Client and the Company, the Company shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 4.4.

4.5 Either party may, at any time on not less than 30 (thirty) days' notice, revise this clause 4 by replacing it with any applicable controller to processor standard clauses or similar terms

adopted under the Data Protection Legislation or forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

Indemnity

5. The Client party shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with the breach of the Data Protection Legislation by the Client, its employees or agents, provided that the Company gives to the Client prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

Appendix 1 - Processing, Personal Data and Data Subjects

1. Processing by the Company

1.1 Scope

Data processing to allow the Company to progress the delivery of services associated with [.....] as set out in the Proposal.

1.2 Nature

Processing of data that is necessary to process for the specific function of providing the Services.

1.3 Purpose of processing

The proper and lawful performance of the Contract

1.2 Duration of the processing

The duration of the Contract term

1.2 Document retention

For the duration of the contract term with all documentation to be returned in accordance with the provisions of the Off- Boarding Plan to be agreed by the Parties.

2. Types of Personal Data

Name, address, telephone number, interests.

3. Categories of Data Subject

Individuals associated with [.....], which the Client requires the services for.



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PART C – Proposal

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PART C – ANNEX 1- The Company Proposal

[insert Company proposal]

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PART C Annex 2- Mobilisation Schedule

[insert Schedule/Project Implementation Plan]

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