



Master Client Agreement

Client Name | Date

Client Confidential Restricted

This Agreement is made between:

1. **Record Sure Limited**, a company incorporated under the laws of England and Wales with company number 08279232 whose registered office is at 10 Lower Thames Street, London, EC3R 6EN

and

2. **CLIENT NAME**, a company incorporated under the laws of England and Wales with company number _____ whose registered office is at _____

Both of whom are Parties to this Agreement

Commencement Date: _____

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1 Definitions

Business Day: A day other than a Saturday, Sunday or UK public holiday.

Agreement: References to the Agreement and/or Master Services Agreement are references to this document, including the Appendices.

Commencement Date: The date the last party hereto signs this Agreement.

Confidential Information: Collectively and individually all or any information whether of a technical, commercial or financial nature obtained directly or indirectly from either party to this Agreement or proprietary to the either party or proprietary to any third party and licensed to either party in whatever form and on whatever media disclosed or obtained and any other information which may come to the attention of either party as a result of any meetings between the parties or the attendance of any employees, directors or officers at the premises of either party together with all records or copies thereof or extracts therefrom in whatever form or media stored or held.

Client Data: Personally identifiable data provided by the Client in order that Recordsure may provide the Services.

Data Protection Legislation: The Data Protection Legislation (DPL) comprising the Data Protection Act 2018 (DPA) (as amended and re-enacted from time to time) and the General Data Protection Regulations (GDPR) (as amended and enacted into legislation and as amended from time to time), any subordinate legislation, and any amendments, re-enactments or replacements thereof.

Intellectual Property Rights: All patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Maintenance Releases: All Software releases, which may primarily but not exclusively relate to the maintenance of the Software.

Open Source Software: Source code which is freely available for inspection, modification and enhancement.

PCI Data: Card information as defined by The Payment Card Industry Data Security Standard

PII: Personally Identifiable Information

Services: The provision by Recordsure of Software (also referred to as SaaS services), Software Documentation, products and Services to be agreed from time to time by way of written Statements of Work.

Software: Recordsure solution and all updates, upgrades, releases and versions thereof, including:

- the source code and object code; and
- all other works or material recorded or embodied in the software, including the audio or visual content in any screen displays in the user interface.

Software Documentation: All and any documentation (whether in human or machine-readable form) relating to the Software, including all:

- operating manuals, user instruction manuals and training materials; and

- documents associated with the creation, design, development or modification of the Software, including technical or functional specifications, flow charts, algorithms, architectural diagrams, data models, build instructions, testing or configuration documentation and technical data.

Statement of Work (SOW): The description or specification of the Software and Services as set out in Appendix 1 of this Agreement and which form part of this Master Services Agreement.

VAT: Value added tax chargeable under English law for the time being and any similar additional tax.

Headings in this Agreement shall not affect their interpretation.

1.1 A person includes a natural person and a corporate or unincorporated body (whether or not having separate legal personality).

1.2 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 A reference to writing or written includes e-mail.

1.4 Any obligation in this Agreement on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.5 References to clauses and schedules are to the clauses and schedules of this Agreement.

1.6 Appendices to this document form part of this Master Services Agreement.

1.7 Clause headings shall not affect the interpretation of this agreement.

2 Scope & Team

1.1 This Agreement sets out the terms upon which Recordsure and the Client will work together across all future engagements. For each engagement Recordsure and the Client will agree to a SOW (see Appendix 1), which will form part of this Agreement. Where a Statement of Work includes terms which are contrary to the terms of this Agreement, the Statement of Work shall prevail.

1.2 This Agreement commences on the Commencement Date and continues until all SOWs have been completed or until such time as this Agreement is terminated by either party in accordance with the terms of clause 15.

3 License

3.1 In relation to scope of use:

3.1.1 Use of the Software shall be restricted to processing Client Data for the normal business purposes of the Client (which shall not include allowing the use of the Software by, or for the benefit of, any person other than an employee of the Client).

3.1.2 The Client may not use the Software other than as specified in clause 2 and any relevant Statement of Work without the prior written consent of Recordsure, and the Client acknowledges that additional fees may be payable on any change of use approved by Recordsure.

3.1.3 Except as expressly stated in this clause 3, the Client has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt, make any reduction of the Software to human readable form (whether by reverse engineering, decompilation or disassembly) or make error corrections to the Software in whole or in part.

3.2 The Client may not use any such information provided by Recordsure or obtained by the Client to create any software whose expression is substantially similar to that of the Software nor use such information in any manner which would be restricted by any copyright or other Intellectual Property rights subsisting in it.

3.3 The Client shall not publish, post, upload or otherwise transmit Client Data that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another.

4 Maintenance Releases

4.1 Recordsure will provide the Client with all Maintenance Releases generally made available to its clients. Recordsure warrants that no Maintenance Release will adversely affect the then existing facilities or functions of the Software.

4.2 Recordsure Capture App: The Client shall install Maintenance Releases as soon as reasonably practicable after receipt. It is the Client's responsibility to ensure the most recent and current version of the Software is installed and in use. Previous versions of the Software will not qualify for support services.

4.3 Recordsure SaaS services: Recordsure will update SaaS services at Recordsure's discretion.

5 Platform

5.1 The Client is required to use the following underlying operating systems and browsers in order to utilise Recordsure's SaaS components:

- Google Chrome; or
- Microsoft Edge
- Android v13 or later for the Capture App
- iOS v17 and onwards for the Capture App

Recordsure may alter or extend this list at any time, noting that not all items listed above or in any variation or amendment or written notification to the Client will be required in every circumstance.

6 Client Obligations

6.1 The Client shall provide such access to its resources as is reasonably required by Recordsure to configure the Software.

6.2 In consideration of the supply of the Services by Recordsure, the Client agrees to pay Recordsure the fees set out in the Statement of Work within 30 days of the date of any invoice in full and in cleared funds to a bank account nominated in writing by Recordsure. Time for payment shall be of the essence of the Agreement.

6.3 Should the Client fail to make payment of a Statement of Work in the time stipulated in clause 6.2, Recordsure reserves the right to charge Statutory Interest on the amount due and payable, being 8% plus the Bank of England base rate applicable at the time the amount became due and payable.

6.4 Invoices will be raised on a regular basis, as defined in the Statement of Work, and will reflect the activities undertaken or to be undertaken by Recordsure in providing the Services (including the expenses referred to in clause 6.5 below). Invoices will be raised and payable in Great British Pounds Sterling. The Client retains responsibility for payment of all applicable taxes.

6.5 The Client will reimburse to Recordsure all reasonable travelling and other expenses properly incurred by it in the provision of the Services and where the Client requires evidence that such expenses have been incurred, Recordsure will use reasonable endeavours to provide receipts for those expenses.

6.6 The Client must notify Recordsure of any queries or objections in relation to invoices rendered and/or services provided by Recordsure within 30 days of the date of the invoice or of the completion of the stage as set out in the Statement of Work to which the Services relate (as the case may be). The Client agrees that, notwithstanding the terms of Clause 17 of the Agreement any failure to notify Recordsure of any query or objection within the 30 day period specified above shall constitute a waiver of any right or remedy which may otherwise have arisen in relation to the query or objection.

6.7 Without prejudice to any other right or remedy that it may have, if the Client fails to pay Recordsure by or on the due date, Recordsure may suspend all Services until payment has been received by Recordsure in full as cleared funds.

6.8 All sums payable to Recordsure under the Agreement and any Statements of Work relating thereto shall become due (without deduction or set off and irrespective of any potential cross-claim) immediately on its termination, despite any other provision. This clause 6.8 is without prejudice to any right to claim for interest under the law, or any such right under the Agreement.

6.9 The Client shall not, without the prior written consent of Recordsure, for the duration of this Agreement and for a period of 12 months after the expiry of the Agreement, solicit or entice away from Recordsure or employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or subcontractor of Recordsure in the provision of the Services.

6.10 Any consent given by Recordsure in accordance with clause 6.9 shall be subject to the Client paying to Recordsure a minimum sum of £50,000 on top of any other amounts which may be due and payable to Recordsure at the time of consent, unless otherwise agreed in writing.

6.11 THE CLIENT WILL REDACT, REMOVE OR OTHERWISE MAKE UNAVAILABLE ALL PCI DATA BEFORE THE CLIENT'S CLIENT DATA IS TRANSFERRED TO RECORDSURE.

6.12 The Client shall be obliged to inform users of the Services before the beginning of use of the Services about the rights and obligations set forth in this Agreement. The Client will be liable for any violation of obligations by its Service users or by other third parties who violate obligations within the Client's control.

6.13 Before entering its data and information, the Client shall be obliged to check the same for viruses or other harmful components and to use state of the art anti-virus programs for this purpose. In addition, the Client itself shall be responsible for the entry and the maintenance of its data.

6.14 A Statement of Work may require the supply of one or more artificial intelligence (AI) technologies to the Client by Recordsure, which will be outlined in the corresponding SOW.

6.15 Recordsure designs, builds and operates AI responsibly as per the Responsible AI Policy published on our website, and requires that our clients similarly utilise Recordsure's AI responsibly.

6.15.1 Correct Interpretation of AI results: The Client agrees to ensure that the purpose and intended interpretation of of Recordsure AI outputs are communicated to all users of the technology with training to ensure that the outputs may not be misinterpreted.

6.15.2 Correct Supervision of AI results: The Client agrees to ensure that all AI outputs are verified through human supervision where such output may have bearing on any outcome to the end-customer or upon the quality or compliant nature of the transaction, and to ensure adequate training and process for such supervision.

6.15.3 Allowable use of AI results: The Client agrees to use the AI solely for the purposes intended in the Statement of Work agreed between the parties, and in particular not to use the outputs for any purpose that might be unethical or illegal.

6.16 The Client understands that AI use in Recordsure supplied solutions is intended to provide efficiencies in audio or document processing, they must be used appropriately and according to their purpose and must not be used, without human verification, as the basis for any action that may affect a Client's customer outcome.

6.17 The Client shall only use Recordsure AI in accordance with existing or emerging AI regulations in their territory as well as in any territory to which their customers may reside.

6.18 The Client shall not use any Recordsure AI for any purpose or in any manner that would be prohibited by the EU AI Act, or for any purpose that would be considered in that regulation as being either 'high risk' or 'unacceptable risk'.

6.19 The Client indemnifies Recordsure against any inappropriate or disallowed use of Recordsure AI by their users.

7 Warranties

7.1 Recordsure warrants that the Software will conform in all material respects to the Statement of Work for a period of 90 days from the date of the deliverable (Warranty Period). If, within the Warranty Period, the Client notifies Recordsure in writing of any defect or fault in the Software in consequence of which it fails to conform in all material respects to the Statement of Work, and such defect or fault does not result from the Client, or anyone acting with the authority of the Client, having amended the Software or used it outside the terms of the Statement of Work for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by Recordsure, or it has not been loaded onto Supplier-specified or suitably configured equipment, Recordsure shall, at Recordsure's option, do one of the following:

7.1.1 repair the Software;

7.1.2 replace the Software; or

7.1.3 terminate the Statement of Work immediately by notice in writing to the Client and refund any of the fee paid by the Client as at the date of termination (less a reasonable sum in respect of the Client's use of the Software to the date of termination) on return of the Software and all copies thereof,

provided the Client supplies all the information that may be necessary to assist Recordsure in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable Recordsure to re-create the defect or fault.

7.2: Recordsure does not warrant that the use of the Software will be uninterrupted or error-free.

7.3: The Client accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Client.

7.4: The Client acknowledges that any Open Source Software provided by Recordsure is provided "as is" and expressly subject to the disclaimer in clause 7.5.

7.5: All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded to the extent that they are legally able, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

8 Liability

8.1 Except as expressly stated in clause 8.4, Recordsure shall not in any circumstances have any liability for any losses or damages which may be suffered by the Client (or any person claiming under or through the Client), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

8.1.1 special damage even if Recordsure was aware of the circumstances in which such special damage could arise;

8.1.2 loss of profits;

8.1.3 loss of anticipated savings;

8.1.4 loss of business opportunity;

8.1.5 loss of goodwill; or

8.1.6 loss or corruption of data.

8.2 The total liability of Recordsure, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or any collateral contract, performance, or contemplated performance, of this Agreement shall be limited to the lesser of the price paid for the Services under the applicable Statement of Work, or Statements of Work where more than one apply, or £1,000,000.

8.3 The Client agrees that, in entering into this Agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this Agreement) that it shall have no remedy in respect of such representations and (in either case) Recordsure shall have no liability in any circumstances otherwise than in accordance with the express terms of this Agreement.

8.4 The exclusions in clause 8.1 shall apply to the fullest extent permissible at law. Neither party excludes or limits liability for:

8.4.1: death or personal injury caused by the negligence of a party to this Agreement, its officers, employees, contractors or agents;

8.4.2: fraud or fraudulent misrepresentation;

8.4.3: breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

8.4.4: any other liability which may not be excluded by law.

8.5 All dates supplied by Recordsure for the delivery of the Services shall be treated as approximate only. Recordsure shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.

8.6 All references to "Recordsure" in this clause 8 shall, for the purposes of this clause only, be treated as including all employees, subcontractors and suppliers of Recordsure, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause.

9 Intellectual Property

9.1 The Client acknowledges that all Intellectual Property Rights in the Software and Software Documentation and any and all Maintenance Releases belong and shall continue to belong to Recordsure and the Client shall have no rights in or to the Software other than the right to use it in accordance with the terms of this Agreement.

9.2 The Client acknowledges that this Agreement does not transfer to it any proprietary rights in any Intellectual Property or other property of Recordsure.

9.3 The Client must maintain and keep secure and separate all Intellectual Property of Recordsure which is in its power, possession or control, and must not do or cause to be done anything which will prejudice the subsistence of Recordsure's right, title and interest in the Intellectual Property of Recordsure.

9.4 The Client retains the rights to and ownership of the Client Data.

10 Use of Data

10.1 Recordsure will use Client Data for solution deployment and ongoing optimisation of models as outlined and agreed between Recordsure and the Client. Processing will be conducted within the United Kingdom and subject to Data Protection Legislation and as outlined in Appendix 2 which forms an integral part of this Agreement.

10.2 During the term of this Agreement and upon termination of this Agreement Recordsure will anonymise Client Data so that it is no longer personally identifiable and therefore no longer subject to privacy laws or clause 10 of the Agreement, as such data will be used in ongoing product development. Data which cannot be anonymised will be destroyed upon termination and a certificate of destruction will be provided upon request.

11 Access

11.1 The parties acknowledge that Recordsure may require physical access to the premises of the Client in order to complete its obligations under a Statement of Work from time to time.

11.2 In the event that Recordsure requires access to the premises of the Client, Recordsure will make all efforts to provide the Client with reasonable notice of the need for access to the premises. Upon providing said access, the Client must:

11.2.1 allow full and complete access to the premises to any employee, agent or contractor of Recordsure;

11.2.2 provide such employee, contractor or agent of Recordsure with such information as is reasonably required by them in order to complete the required works. Such information shall be provided in full and in a timely and professional manner.

12 Confidentiality & Publicity

12.1 Each party agrees to keep confidential and not to use or disclose, other than as permitted by this Agreement, any Confidential Information of the other party. These obligations of confidence extend to any Confidential Information provided to or obtained by a party prior to entry into this Agreement.

12.2 This clause 13 does not apply to Confidential Information:

12.2.1 that is in the public domain otherwise than as a result of a breach of this Agreement or other obligation of confidence; or

12.2.2 that is already known by, or rightfully received, or independently developed, by the recipient free of any obligation of confidence.

12.3 Each party may disclose Confidential Information of the other party only on a “need-to-know” and confidential basis:

12.3.1 with the prior written consent of the other party;

12.3.2 to its officers, agents, professional advisers (including lawyers), employees, contractors, sub-contractors and insurers, in which case the party making such disclosure will be liable for the actions or omissions of its officers, agents, professional advisers (including lawyers), employees, contractors, sub-contractors and insurers in relation to the Confidential Information; or

12.3.3 for the exercise of rights or the performance of obligations under this Agreement.

12.4 Each party who discloses Confidential Information pursuant to clause 12.3 must ensure that such information is kept confidential by the recipients on the basis set out in this clause 12.

12.5 Notwithstanding anything to the contrary in this Agreement, either party may disclose Confidential Information of the other party where such Confidential Information:

12.5.1 is required to be disclosed by Law, provided that, prior to disclosing any such Confidential Information and where it is lawful to do so, the party making the disclosure has promptly notified the other party in writing to allow that party to take all reasonable steps to maintain such Confidential Information in confidence; or

12.5.2 is required to be disclosed in accordance with the rules of any stock exchange upon which the securities of the party making the disclosure are listed.

12.6 Each party must take reasonable steps to protect the Confidential Information of the other party from unauthorised use or disclosure, and in any event steps no less protective than those taken to protect that party’s own Confidential Information.

12.7 Each party acknowledges that monetary damages may not be a sufficient remedy for a breach of its obligations under this clause 12, and that the other party will be entitled, without waiving any of its other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction if any such breach occurs.

12.8 Neither party may make any public statement (whether written or verbal) about this Agreement, or anything related to the subject matter of this Agreement, without the prior written consent of the other party.

12.9 Each party may retain documents and materials containing, reflecting, incorporating, or based on the others party’s Confidential Information to the extent required by law or any applicable governmental or regulatory authority, and to the extent reasonable to permit the party to keep evidence that it has performed its obligations under this agreement. Confidential Information retained in this way will remain subject to the privacy obligations set out in this clause 13 and such obligations shall survive termination of this Agreement.

12.10 The Client agrees that Recordsure is permitted to refer to, disclose or publicise its relationship with the Client and use or refer to the name, get-up or other proprietary right or other Intellectual Property Right owned by the Client either during or following termination of this Master Services Agreement for the purposes of marketing and promotion. Further, the Client agrees that no later than six months after the completion of any build phase the Client will supply a testimonial for Recordsure to use in any marketing material where Recordsure chooses to do so. The parties will discuss in good faith joint submissions for industry awards.

13 Change Control

13.1 The Client may request changes to a SOW by completing the Change Control form found in Appendix 3 of this Agreement. Recordsure will respond within a reasonable timeframe to a request for change, though no change will be enacted until the Change Control form is agreed and signed by both parties.

13.2 Recordsure reserves the right to change or remove features of the SaaS services from time to time. Where there is any material alteration to the SaaS services in accordance with this clause, Recordsure will provide the Client with 20 Business days' notice and the Client agrees that any material alteration is at Recordsure's discretion.

13.3 On notification from Recordsure, Client shall promptly update any users of the Services on Client systems that interact with the Services. Client acknowledges and agrees that its failure to timely install such an update may result in disruptions to or failures of the Services, security risks or suspension of Client's access to the Services, without any liability on the part of Recordsure to the Client.

14 Maintenance

14.1 Recordsure may provide maintenance services, using its reasonable endeavours to fix any faults identified within the Services, for the hours of support as defined in each SOW. A fee may be charged for these services, as identified in each SOW.

14.2 Maintenance services do not include the rectification of faults in Services that are caused by:

14.2.1 use of the Services by the Client other than in accordance with this Agreement;

14.2.2 modifications to the Services made by the Client;

14.2.3 use of the Services in connection or combination with equipment, devices or software that are not specified in writing by Recordsure as being compatible with the Services; or

14.2.4 the failure of the Client to implement any Maintenance Release or update that is made available to the Client.

14.3 Recordsure may agree to rectify those faults referred to in clause 14.2 upon receipt of a written request by the Client to do so, however Recordsure may charge the Client such rates as the parties may agree for such work.

15 Termination & Variation

Without limiting any other termination right set out in this Agreement:

15.1 Either party may terminate this Agreement with immediate effect by giving the other party notice of such termination if the other party:

15.1.1 breaches a provision of this Agreement, and such breach is not remedied within 30 days after the other party receives notice of such breach; or

15.1.2 suffers an Insolvency Event; or

15.1.3 Recordsure may terminate the Agreement without liability to the Client immediately on giving notice if the Client fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment; or

15.1.4 the other party does anything that materially damages, or is likely to materially damage, the reputation or any brand of the first party.

15.2 Either party may terminate this Agreement for convenience at any time by giving the other party at least 12 months prior notice, provided that in respect of termination of this Agreement in whole Recordsure will be entitled to payment in respect of work completed in accordance with this Agreement up to the date of termination (which, in the case of fixed-price payments, is to be calculated based on the proportion of work which has been completed as at the date of termination).

15.3 The terms of this Agreement will remain in force as long as any SOW is still being delivered.

16 Severance

16.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

16.2 If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal valid and enforceable.

17 Waiver

17.1 Unless otherwise stated herein, failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.

18 Third Party Rights

18.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Agreement, this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

19 Assignment

19.1 Recordsure may at any time, without the prior written consent of the other party, assign, transfer, charge, mortgage, subcontract, licence, declare a trust of or deal in any other manner with all or any of its rights or obligations under the Agreement.

20 Disputes

20.1 In the event of any dispute or difference arising between the parties out of this Agreement, the parties will meet in an effort to resolve the dispute or difference in good faith.

20.2 This Agreement is subject to English Law and the jurisdiction of the English Courts. The parties will, with the help of a Centre for Effective Dispute resolution, seek to resolve disputes between them by alternative dispute resolution. If the parties fail to agree within 60 days of the initiation of the alternative dispute resolution procedure, then the parties shall be at liberty to commence litigation.

21 Law & Jurisdiction

21.1 This Agreement and the Statement of Work, including the Solution Delivery Proposal shall be governed and construed in accordance with the Laws of England and Wales and the parties submit to the jurisdiction of the English Courts in the event of a dispute arising under or in connection with this Agreement.

22 Notices

22.1 Unless expressly stated otherwise in this Agreement, a notice, consent or other communication given under this Agreement including, but not limited to, a request, certificate, demand, consent, waiver or approval, to or by a party to this Agreement (Notice):

21.1.1 must be in legible writing and in English (or accompanied by a certified translation into English);

21.1.2 must be addressed to the party to whom it is to be given (Addressee) at the address or email address set out below or to any other address or email address as notified by the Addressee for the purposes of this clause:

(A) If to RecordSure:

Address:

Attention:

Position:

Email:

(B) If to the Client:

Address:

Attention:

Position:

Email:

21.1.3 must be signed by or on behalf of the sender (if an individual) or an Officer of the sender.

23 Counterparts

23.1 This Agreement may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument.

24 Signatures

Signed as authorised signatory for **CLIENT NAME** _____ by:

Name and Office of Authorised Signatory (print): _____

Signature of Authorised Signatory:

Date: _____

Signed as authorised signatory for **Record Sure Limited** by:

Name and Office of Authorised Signatory (print): _____

Signature of Authorised Signatory:

Date: _____

APPENDIX 1: Statement of Work

For each new project Appendix 1 will be completed as appropriate. Once Appendix 1 is agreed and signed for a project, changes can only be approved via the Change Control form in Appendix 3.

Project Name		
Services		
Commencement Date		
Term		
Fee and Charges		Recordsure has the option to increase licence fees once per annum on the anniversary of the Commencement Date by giving 90 days-notice. Increases will be capped at UK RPI plus 2% per annum. RPI based on the prevailing rate for the previous 12 months. Source to be used: https://www.ons.gov.uk/
Invoicing schedule		
Any variation to the MSA		
Maintenance Services	Maintenance fee	
	Hours of support	

Signed as authorised signatory for **CLIENT NAME** _____ by:

Name of Authorised Signatory (print): _____

Signature of Authorised Signatory:

Date: _____

Signed as authorised signatory for **Record Sure Limited** by:

Name of Authorised Signatory (print): _____

Signature of Authorised Signatory:

Date: _____

APPENDIX 2: The Processing of Personal Data

The processing of personal data is as follows: Processing of personal data will be consistent with the level of analysis required to be undertaken by Recordsure in the performance of the agreed scope.

1. Scope

1.1 The scope of the work to be undertaken by Recordsure is as set out in within statements of work that have been agreed between Recordsure and the Client and which may be amended from time to time by agreement in writing by both parties.

2. Purpose of Processing

2.1 To provide voice and document analysis services as set out in within statements of work that have been agreed between Recordsure and the Client and which may be amended from time to time by agreement in writing by both parties.

3. Duration of Processing

3.1 As long as necessary for completion of the contract.

4. Categories of Personal Data

4.1 This is project dependent, but may include ID and contact details (name, company name, email, phone number, business address), location data, employment details, assets and liabilities, financial objectives, national insurance number, generic health information.

5. Sensitive Data

5.1 The Personal data processed may fall within the following categories of sensitive data:

5.1.1 Generic health information;

5.1.2 Financial information; and

5.1.3 Criminal records

6. The Client confirms it has obtained appropriate authority from all Data Subjects for the processing of such data before it is passed to Recordsure.

7. Categories of Data Subject

7.1 These are project dependent and can include:

7.1.2 Client's employees, Client's Clients, network members, Appointed Representatives, target firm employees and Clients.

8. The principal terms used in this Appendix 2 are based upon the definitions laid out in the 2018 GDPR, some of which are as follows:

'Data Controller' means, a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be processed.

'Data Processor' in relation to personal data, means any person (other than an employee of the Data Controller) who processes the data on behalf of the Data Controller.

‘Personal Data’ means data which relates to a living individual who can be identified:

from those data, or

from those data and other information, which is in the possession of, or is likely to come into the possession of, the Data Controller,

and includes any expression of opinion about the individual and any indication of the intentions of the Data Controller or any other person in respect of the individual.

The Parties agree that for the purposes of this Agreement the Client is the Data Controller and Recordsure is the Date Processor.

‘Purpose’ means the activity outlined in the Statement of Work.

9. Information Provision

9.1 The Data Controller agrees to provide the Data Processor with the relevant data (‘Data’) required to conduct the work as outlined in the Statement of Work.

9.2 As personal data collected may pertain to vulnerable adults or persons under 18 years of age the Data Processor agrees to abide by the conditions of the Child Protection Act and additionally ensure those processing the data have a valid ‘Criminal Records Bureau’ check.

9.3 Personal Data transferred to Data Processor under the Agreement at no time becomes the property of Data Processor.

10. Use, Disclosure and Publication

10.1 The Data Processor shall process Data solely as outlined in the Statement of Work and this Agreement.

10.2 The Data Processor shall act only on specific instructions from the Data Controller as notified to the Data Processor in writing by an authorised person of the Data Controller.

10.3 The Data Controller acknowledges that the Data Processor is under no duty to investigate the completeness, accuracy or sufficiency of the Data Controller’s specific instructions or the Data.

10.4 The Data shall not at any time be copied, broadcast or disseminated to any other third parties, except in accordance with this Agreement.

10.5 On reasonable notice, which shall be no fewer than five (5) business days, periodic checks during the Data Processor’s normal business hours may be conducted by an authorised employee of the Data Controller to confirm compliance with this Agreement.

10.6 The Data Processor will not transfer or permit the transfer of the Data to any territory outside the European Economic Area without the prior written consent of the Data Controller.

11. Security

11.1 The Data Processor agrees to apply and maintain appropriate security measures. In particular, the Data Processor shall ensure that measures are in place to do everything reasonable to:

11.1.1 make accidental compromises or damage unlikely during storage, handling, use, processing, transmission or transport;

11.1.2 deter deliberate compromise or opportunist attack, and

11.1.3 promote discretion in order to avoid unauthorised access.

11.2 Data will be delivered to the Data Processor using the following procedures:

11.2.1 The Data Controller will submit encrypted data to the Data Processor in a format agreed in advance. Data in transit over any public network, or over any private network used by individuals not otherwise employed to fulfil the Statement of Work, will be transmitted over secure network protocols. Retrieval of data will only be undertaken by those with permissions to do so. Data will be retrieved over secure network protocols. Data will be displayed only to those with access to view the data in accordance with the client's agreement.

11.3 The Data Processor will store the data securely whilst it is being processed and when it is not in use.

11.4 The Data Processor undertakes not to use the services of any sub-contractors in connection with the processing of the data without the prior written approval of the Data Controller.

11.5 The services of the following sub-contractor is acknowledged within this Agreement as required and approved to fulfil the Purpose:

11.5.1 NOT USED

11.6 Any sub-contractor used by the Data Processor must provide sufficient guarantees regarding the security measures it is required to take for the processing of the personal data to ensure that the processing is carried out under a written contract in which the provisions relating to the personal data are enforceable by the Data Processor on behalf of the Data Controller and comply with the same obligations in this agreement that apply to the Data Processor.

11.7 It is the responsibility of the Data Processor to ensure that any sub-contractor used by the Data Processor complies with the conditions set out in 11.6 of this Appendix 3.

11.8 The Data Processor shall immediately and, in any event, within twenty-four (24) hours, notify the Data Controller in the event that it:

11.8.1 becomes aware of any actual or suspected: (i) Personal Data Breach; (ii) the Data Protection Laws; or (iii) breach of this clause 11 by the Data Processor or its agents or sub-contractors; (iv) any other breach in security pertinent to the Clients' data or systems unrelated to the data protection laws;

11.8.2 considers in its opinion (acting reasonably), that any of the Client's instructions infringe any of the Data Protection Laws.

12. Data Warranties

12.1 The Data Controller warrants and represents that:

12.1.1 it has the right to authorise the processing of the Data for the Purpose and such use by the Data Processor will comply with all privacy and data protection requirements;

12.1.2 as far as it is aware, the processing of the Data under this agreement will not infringe the intellectual property rights of any third party;

12.1.3 all data subjects relating to the Data have given their valid consent to the transfer of their personal data to the Data Processor and to the processing of their personal data by the Data Processor within the European Economic Area;

11.1.4 all Data is necessary, accurate and up-to-date; and

11.1.5 it is registered with all relevant data protection authorities to process all Data for the Business Purpose.

13. Consequences of Termination

13.1 In the event that the Data Processor ceases to trade, the Data Processor will commit to returning a copy of the Personal Data to the Data Controller in a secure manner agreed between the two parties.

13.1.1 In the event of the Data Controller's insolvency, but prior to any dissolution event, all terms of this agreement would remain in force with the insolvent company continuing the responsibility of being the Data Controller.

13.1.2 In the event of the dissolution of the company that is Data Controller, then all roles and consideration of the Personal Data with regards the Data Controller shall pass to the insolvency practitioner with statutory responsibility as agent for the dissolved company.

14. Relationship between the Parties

14.1 The Data Processor shall give reasonable assistance as is necessary to the Data Controller in order to enable the Data Controller to:

14.1.1 Comply with request for subject access from the data subjects;

14.1.2 Respond to Information Notices served upon the Data Controller by the Information Commissioner;

14.1.3 Respond to complaints from data subjects; and

14.1.4 Investigate any breach or alleged breach of the Regulation in accordance with statutory obligations under the Data Protection Act 2018.

14.2 The receipt by the Data Processor of any Subject Access Request to the Data covered by this Agreement must be reported at the earliest opportunity to the Information Policy and Compliance Manager representing the Data Controller, who will arrange the relevant response to that request. The Data Controller has nominated the following individual to act as Information Policy and Compliance Manager for the purposes of this Agreement:

[REDACTED] (Client to complete)

14.3 The Data Processor will notify the Data Controller immediately of any communication they receive from any person which suggests non-compliance with the Regulation and Data Processor will not do anything or enter into any communication about it or with the author of such communication unless expressly authorised by the Data Controller.

14.4 This Agreement also acts in fulfilment of part of the responsibilities of the Data Controller as required by the Data Protection Act 2018.

APPENDIX 3: Change Control Form

This form is to be used to request and agree changes to SOW for in-flight project and deployments, as well as projects during implementation stage. The form is to be filled by both Recordsure and the Client, in collaboration.

No change will be implemented until this form is signed by both parties.

Topic	Details
Product	
Project Name	
Is the product currently deployed and in operation?	
Details of change requested	
Timescale for change	
Agreed cost for change	

Signed as authorised signatory for **CLIENT NAME** _____ by:

Name of Authorised Signatory (print): _____

Signature of Authorised Signatory:

Date: _____

Signed as authorised signatory for **Record Sure Limited** by:

Name of Authorised Signatory (print): _____

Signature of Authorised Signatory:

Date: _____

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