DATED DD MM YY

(1) CAMBURG COLLECTIVE LIMITED (COMPANY NUMBER 10880161)

- and –

(2) CLIENT COMPANY NAME

CONSULTANCY AGREEMENT

CONTENTS

CLAUSE

1. DEFINITIONS AND INTERPRETATION 2
2. AGREEMENT 3
3. SPECIFIED SERVICES 3
4. DURATION AND TERMINATION 4
5. CONSEQUENCES OF TERMINATION 5
6. CLIENT'S OBLIGATIONS 5
7. COMPANY OBLIGATIONS 6
8. OTHER ACTIVITIES 6
9. NO EMPLOYMENT OR AGENCY 7
10. INDEMNITIES 7
11. WARRANTIES 8
12. INSURANCE 8
13. INTELLECTUAL PROPERTY 8
14. DATA PROTECTION 8
15. GENERAL 9
16. CONFIDENTIALITY 10

SCHEDULE

1. SPECIFIED SERVICES
2. DATA PROCESSING PROVISIONS

THIS AGREEMENT is made the DD MM YY

BETWEEN:

(1) **CAMBURG COLLECTIVE LIMITED** whose registered office is at The Oaks, 3 Village Road, West Kirby, Wirral CH48 3JN (**"Company"**); and

(2) **[CLIENT COMPANY NAME]** whose registered office is at [***insert registered office address]*** (**"Client"**).

WHEREAS:

(A) The Client has identified a need for expert help and assistance in the provision and performance of the Specified Services within its organisation.

(B) The Company has represented that is has the required level of expertise and skill in the particular field and has agreed to provide the required assistance on the terms of this Agreement.

(C) In reliance on the Company's skill and expertise, the Client wishes to engage the Company to provide the Specified Services on the terms of this Agreement.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"Confidential Information" means all information which the Company may have or acquire before or after the date of this Agreement, however conveyed, which relates to the Client's business, products, operations, developments, plans or intentions, market opportunities, processes, trade secrets, know-how, personnel, suppliers and clients (whether or not designated as "Confidential Information" by the Client), all data and all information derived from any of the above, and this Agreement itself;

"Client Group" means the Client and every other company which is from time to time a subsidiary or holding company of the Client or a subsidiary of that holding company (and the terms "subsidiary" and "holding company" shall have the meanings given to them by section 1159 of the Companies Act 2006;

"Core Team" shall have the meaning as set out in Schedule 1;

"Intellectual Property Rights" means patents, inventions, know how, trademarks, domain names, business names, trade names, logos, trade secrets and other confidential information, registered designs, copyright, database rights and design rights, moral rights and all registrations or applications to register any of the aforesaid items, rights in the nature of unfair competition rights and rights to sue for passing-off, and any other equivalent right in any jurisdiction worldwide or other similar intellectual property rights created, developed, subsisting or used in connection with the Specified Service and whether in existence at the date hereof or created in the future;

"Project End Date" shall have the meaning as set out in Schedule 1;

"Project Start Date" shall have the meaning as set out in Schedule 1;

"Specified Services" means the services or advice to be provided by the Company to the Client as detailed in Schedule 1 to this Agreement;

"Specified Sum" means the agreed consideration to be paid by the Client to the Company as detailed in Schedule 1 to this Agreement;

"Sub-Contractor" means any individual or separate legal entity engaged by the Company for the purposes of providing some or all of the Specified Services under this Agreement;

"Substitutes" shall have the meaning set out in clause 7.2 of this Agreement;

"Term" shall have the meaning set out in clause 4.1 below; and

"Works" means all output whether electronic, documentary, tangible or intangible, developed, written or prepared by the Company (including its employees), whether individually, collectively or jointly with the Client, in performing the Specified Services.

1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.

1.3 A reference to a particular law 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.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 Unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular.

1.6 The Schedules to this agreement form part of (and are incorporated into) this Agreement.

2. AGREEMENT

In consideration of the payment of the Specified Sum by the Client to the Company the Company shall provide the Specified Services.

3. SPECIFIED SERVICES

3.1 The Company shall provide the Specified Services to the Client subject to the terms of this Agreement. The Client agrees and acknowledges that the Company may engage Sub-Contractors for the purposes of providing the Specified Services and those Sub-Contractors may form the Core Team.

3.2 Any changes or additions to the Specified Services or the terms of this Agreement will be valid only if agreed in writing by the Company and the Client.

3.3 The Company shall provide the Specified Services and shall take all reasonable steps to comply with any timetable or other targets for the progress or delivery or completion of the Specified Services agreed in writing between the parties.

3.4 The Company may at any time and without necessarily giving the Client prior notification make any changes to the Specified Services which are necessary to comply with any applicable statutory safety requirements. It shall however promptly notify the Client of any planned or actual change.

3.5 The Specified Services will primarily be delivered from the Company's registered office, however, where it is reasonably necessary in order to carry out the Specific Services, the Company agrees that the Specified Services may be carried out from the Client's premises from time to time.

4. DURATION AND TERMINATION

4.1 This Agreement shall commence from the Project Start Date and shall remain in force and effect until the Project End Date, as per Schedule 1, or, until, a period of notice is given of no less than 20 days to either the Client and/or the Company, for the duration of this engagement as set out in Schedule 1, or it is terminated in accordance with clauses 4.3 or below or, by operation of law (**"Term"**).

4.2 Upon termination of this Agreement as set out in clause 4, this Agreement shall cease to have any effect (save as otherwise specified in this Agreement) and the Client or any member of the Client Group shall have no obligation to provide any further work to the Company and the Company shall have no obligation to provide any further services to the Client.

4.3 The Client may, without prejudice to its other rights or remedies or to the other termination rights identified in this Agreement, terminate this Agreement with 20 days written notice to the Company:

4.3.1 if the Company commits a material breach of this Agreement (being a single event or a series of events which are together a material breach) which:

4.3.1.1 is incapable of remedy; or

4.3.1.2 is capable of remedy but has not been remedied within 30 days of receipt of a written notice specifying the breach and the Client's intention to terminate this Agreement if the same is not remedied;

4.3.2 if the Company:

4.3.2.1 is, or is adjudicated or found to be, insolvent as set out in section 123 of the Insolvency Act 1986 (whether or not the Company is registered or unregistered) or stops or suspends payments of its debts or is (or is deemed to be) unable to or has no real prospect of being able to or admits inability to pay its debts as they fall due or fails to satisfy any judgment debt in whole or in part within 14 days of the judgment date;

4.3.2.2 enters into an arrangement, compromise or composition in satisfaction of debts;

4.3.2.3 passes a resolution or makes a determination for it to be wound up;

4.3.2.4 has a winding-up order or bankruptcy order made against it;

4.3.2.5 has appointed to it an administrator or administrative receiver; or

4.3.3 if any of the Core Team providing the Specified Services or any Substitute is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);

4.3.4 if the Company, any of the Core Team, or any Substitute is in the reasonable opinion of the board of directors of the Client negligent or incompetent in the performance of the Specified Services;

4.3.5 if the Company, any of the Core Team, or any Substitute is guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Client brings or is likely to bring the Client or any member of the Client Group into disrepute or is materially adverse to the interests of the Client or any member of the Client Group.

5. CONSEQUENCES OF TERMINATION

5.1 Termination or expiry of this Agreement, however caused, shall be without prejudice to any obligations or rights of either of the parties which may have accrued before termination or expiry and shall not affect any provision of this Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination or expiry.

5.2 Upon the termination or expiry of this Agreement the Company shall promptly return any property of the Client or any member of the Client Group (this includes but is not limited to any computer records, documentation and/or any magnetic or optical disk or memory) which it may have in its possession or control.

5.3 The Core Team and the Client agree to keep any such terms on which this Agreement is terminated strictly confidential and agree not to disclose, communicate or otherwise make public the same to anyone, save where such disclosure is to HM Customs & Revenue or otherwise required by law.

6. CLIENT'S OBLIGATIONS

6.1 The Client shall, at its own expense, provide the Company with all documents or other materials and data or other information reasonably necessary for the completion of the Specified Services, in sufficient time to enable the Company to provide the Specified Services in accordance with any timetable or other target for progress or completion agreed in writing between the parties.

6.2 The Client shall (as between it and the Company) be responsible for the content of all documents or other materials provided by it pursuant to clause 6 (other than documents or other materials produced by third parties) and shall use all reasonable endeavours to ensure the accuracy of all data or other information (other than data or other information produced by third parties but including data or other information supplied by a member of the Client Group) provided to the Company in the course of this Agreement.

6.3 The Client shall ensure that the Company is accorded sufficient access to any of the Client's premises, information, data or personnel and use of any equipment, which is reasonably necessary for the completion of the Specified Services or access to the information, data or personnel at members of the Client Group. Where the Company requires access to any third party premises, information, data or personnel the Client will make reasonable efforts to arrange this for the Company.

7. COMPANY OBLIGATIONS

7.1 The Company will take all reasonable steps to ensure that the Specified Services are completed in accordance with any timetables or other targets agreed in Schedule 1.

7.2 As at the date of entry into this Agreement, the intention is for the Company to provide the Services through the Core Team. However, the Company may provide the Specified Services through other persons engaged by the Company (including Sub-Contractors) (**"Substitutes"**) provided that the Substitutes are suitably qualified and have the appropriate skills and experience and the Company shall inform the Client of the identity and qualification of any Substitutes which the Company proposes to use to provide the Specified Services. The Client may at its absolute discretion determine whether to accept such Substitutes to provide the Specified Services.

7.3 The Company shall use its reasonable endeavours to procure that when providing the Specified Services, the Specified Services shall be carried out with all due care, skill and ability and shall promptly give the Client all such information and reports as the Client may reasonably require in connection with the provision of the Specified Services.

7.4 The Company shall and shall use its reasonable endeavours to procure that the Core Team, or any Substitute, shall, agree to observe and comply with the Client's rules, regulations and policies (including without limitation its policies on equal opportunities and health and safety) and any relevant legislation affecting or relating to the business of the Client. The Client shall provide access to such rules, regulations and policies at any time upon request by the Company.

7.5 The Company shall disclose to the Client any conflict of interest which arises in relation to the provision of the Specified Services as a result of any present or future contract or other interest of the Company.

7.6 The Company may use another person, firm, company or organisation to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Specified Services provided that the Client will not be liable to bear the cost of such functions unless agreed by the Client.

7.7 The Company shall comply with all reasonable requests in respect of the Specified Services and shall promote the interests of the Client when providing the Specified Services.

7.8 The Company undertakes and shall use its reasonable endeavours to procure that the Core Team and/or any Substitute shall undertake that they shall not, at any time after the termination of this Agreement for whatever reason, represent themselves as being in any way currently connected with the business or activities of the Client or any member of the Client Group.

8. OTHER ACTIVITIES

Nothing in this Agreement shall prevent the Core Team from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation, during the Term provided that:

8.1 such activity does not cause a breach of any of the Company's obligations to the Client under this Agreement; and;

8.2 the Company shall not, and shall use its reasonable endeavours to procure that the Core Team and any Substitute shall not, engage in any such activity if it relates to a business which is similar to or in any way competitive with the business of the Client or any member of the Client Group without the prior written consent of the Client.

9. NO EMPLOYMENT OR AGENCY

9.1 Nothing contained in this Agreement shall be construed or have effect as constituting any relationship of employer and employee between the Client or any member of the Client Group and the Core Team or any Sub-Contractor, or the Client or any member of the Client Group and any Substitute.

9.2 Nothing in this Agreement shall constitute the Company, any Sub-Contractor, the Core Team or any Substitute acting as an agent of the Client or any member of the Client Group. The Client, any Sub-Contractor and the Core Team and/or any Substitute shall not have any right or power whatsoever to contract on behalf or any member of the Client Group or bind the Client or any member of the Client Group in any way in relation to third parties unless specifically authorised to do so by the Client or any member of the Client Group and shall not hold themselves out as having any such authority. Nothing shall prevent any Sub-Contractor, the Core Team or any Substitute from carrying out the Specified Services in accordance with this Agreement.

9.3 Nothing contained in this Agreement shall constitute a partnership or joint venture between the Client or any member of the Client Group and the Company or between the Client or any member of the Client Group and any Sub-Contractor or the Core Team and/or any Substitute.

10. INDEMNITIES

10.1 This Agreement constitutes a contract for the provision of services and not a contract of employment. Accordingly, the Company shall be fully responsible for the payment of all remuneration payable to and any benefits provided to any Sub-Contractor, the Core Team and/or any Substitute under his or her contract of employment or otherwise, including any National Insurance, income tax and any other form of taxation or social security cost in respect of his or her remuneration or benefits. The Company shall indemnify and keep indemnified the Client and any member of the Client Group against any liability, loss, damage, cost, claim or expense the Client suffers or incurs as a result of any claims against the Client for such sums and other claims arising out of any Sub-Contractor, the Core Team and/or any Substitute being found to be an employee of the Client (including, without limitation, any claims against the Client for any National Insurance, income tax and other contributions required by law to be paid in respect of any payments made to any Sub-Contractor, the Core Team or any Substitute under this Agreement).

10.2 Without prejudice to the indemnity in clause 10.1, if, for any reason, the Client or any member of the Client Group shall become liable to pay, or shall pay, any such taxes or other payments as referred to in clause 10.1 above, the Client shall be entitled to deduct from any amounts payable to the Company all amounts so paid or required to be paid by the Client and, to the extent that any amount of taxes paid or required to be paid by the Client shall exceed the amounts payable by the Client to the Company, the Company shall indemnify the Client in respect of such liability and shall, upon demand, forthwith reimburse the Client such excess.

11. WARRANTIES

11.1 The Company warrants to the Client that the Specified Services will be provided using reasonable care and skill to expert standard, and as far as reasonably possible in accordance with Schedule 1 to this Agreement and any timetables or other targets agreed.

11.2 Where in connection with the provision of the Specified Services, the Company supplies any goods, or services supplied by a third party, the Company does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Company.

12. INSURANCE

The Company shall take out and maintain for the duration of this Agreement public liability insurance, employer's liability insurance and professional indemnity insurance (in the case of professional indemnity insurance the Company shall continue to maintain a policy of insurance for two years following the date that this Agreement terminates) with a reputable insurer for an amount (in the case of professional indemnity insurance) not less than £100,000 per claim. On demand the Company shall provide the Client with copies of those insurance policies and sufficient evidence of their currency.

13. INTELLECTUAL PROPERTY

Except as expressly set out in this Agreement:

13.1 the Client shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Company or its licensors;

13.2 the Company shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Client or its licensors;

13.3 where either Party acquires, by operation of law, title to Intellectual Property Rights in the performance of this Agreement and/or as a result of the provision of the Services that is inconsistent with the allocation of title set out in this clause 13, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made); and

13.4 the Company shall not have any right to use the Client or any of the Client's end Clients' names, logos or trademarks on any of their products or services without the Client's prior written consent or the written consent of the relevant end Client.

14. DATA PROTECTION

14.1 The Company acknowledges that, in order for the Client to enter into and perform its obligations under this Agreement, the Client will need to be provided with certain personal data relating to the Core Team (and any Substitute) that the Client will process in accordance with the Client's data protection privacy notice that will be issued to the relevant individual(s).

14.2 To the extent that the Company is required to process any personal data on behalf of the Client for the purposes of providing the Specified Services, the provisions set out in Schedule 2 shall apply to such processing.

14.3 In the event that the Client and the Company determine that, for the purposes of the provision of the Specified Services, the Client and any Sub-Contractor(s) will either be joint controllers or independent controllers for the purposes of the applicable data protection legislation as a result of any activities involving Personal Data during the course of the provision of the Specified Services, the provisions of Part 2 or Part 3 of Schedule 2 (as the case may be) will apply.

14.4 In circumstances where it is agreed with that, for the purposes of applicable data protection legislation, any Sub-Contractor(s) (and their personnel) will be treated as being part of the Client's organisation during the course of provision of the Specified Services, the Company shall use its reasonable endeavours to ensure that:

14.4.1 any Sub-Contractor agrees and acknowledges that the terms of the Client's data protection policy, data retention policy and general policies regarding data and information security will apply to the Sub-Contractor; and

14.4.2 the Sub-Contractor will comply with any such Client policies (save in circumstances where any Applicable Law imposes an obligation on the Sub-Contractor that would prevent compliance).

15. GENERAL

15.1 The terms of this Agreement represent the entire agreement between the parties and supersede any previous representations or agreements whether recorded in writing or otherwise.

15.2 It is the intention of the parties that no term of this Agreement may be enforced by any person who is not a party to this Agreement (a "third party") notwithstanding that any such term of this Agreement may purport to confer or may be construed as conferring any benefit on such third party and irrespective of whether such third party is identified in the Agreement. The Contract (Rights of Third Parties) Act 1999 shall not apply to any provisions of this Agreement.

15.3 It is agreed that this Agreement will be governed and construed according to the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the English Courts.

15.4 All charges and other sums payable under this Agreement are exclusive of VAT (unless the contrary is expressly stated) which shall be payable by the Client at the applicable rate.

15.5 The rights and remedies of each party under, or in connection with, this Agreement may be waived only by express written notice.

15.6 Notices under this Agreement will be in writing and sent to a party's registered office as set out on the first page of this Agreement. Notices may be given, and will be deemed received:

15.6.1 by first-class post: two Business Days after posting; and

15.6.2 by hand: on delivery.

15.7 This clause does not apply to notice given in legal proceedings, arbitration or other dispute resolution proceedings.

15.8 A notice given under this Agreement is not validly served if sent by email.

15.9 No right or remedy under, or in connection with, this Agreement shall be precluded, waived or impaired by:

15.9.1 any failure to exercise or delay in exercising it;

15.9.2 any single or partial exercise of it;

15.9.3 any earlier waiver of it, whether in whole or in part; or

15.9.4 any of the above in relation to any other right or remedy (be it of similar or different character).

15.10 The rights and remedies arising under, or in connection with, this Agreement are cumulative and, except where otherwise expressly provided in this Agreement, do not exclude rights and remedies provided by law or otherwise.

15.11 This Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement. Each party may evidence their signature of this agreement by transmitting by email a signed signature page of this agreement in PDF format together with the final version of this agreement in PDF or Word format, which shall constitute an original signed counterpart of this agreement. Each party adopting this method of signing shall, following circulation by email, provide the original, hard copy signed signature page to the other parties as soon as reasonably practicable.

16. CONFIDENTIALITY

16.1 The Company will, at all times during and after the term of this Agreement, keep the Confidential Information confidential and not use it or disclose it to any third party without the Client's prior written consent. The Company accepts that the Confidential Information is valuable and secret, and that its unauthorised disclosure is likely to cause the Client unquantifiable loss and damage. Disclosure of the Confidential Information to the Company's own employees and sub-contractors shall only be on a "need to know" basis.

16.2 The obligations of confidentiality set out in this clause 16 shall not apply to:

16.2.1 information which is or becomes within the public domain other than as a result of a breach of this clause 16;

16.2.2 information which the Company can show to have been known by it before disclosure to it by the Client;

16.2.3 information which is or becomes available to the Company otherwise than pursuant to this Agreement and free of any restrictions as to its use or disclosure from a third party who is free to divulge it; and

16.2.4 the disclosure of information required to be disclosed by Law.

16.3 All notes and memoranda of any Confidential Information which shall have been acquired received or made by any of the Core Team and/or any Substitute shall be the property of the Client and shall be surrendered by the Company to someone duly authorised in its behalf at the termination of this Agreement or at the request of the Board of Directors of the Client at any time during the course of this Agreement.

IN WITNESS of which the parties have executed this Agreement the day and year first above written.

Signed for and on behalf of)
CAMBURG COLLECTIVE)
LIMITED by:) Signature _____

Name (block capitals) _____
Director

Signed for and on behalf of)
[**CLIENT**] by:) Signature _____

Name (block capitals) _____
Director/authorised signatory

SCHEDULE 1: PROJECT TERMS

Project Scope

Specified Services

Project Start Date

Project End Date

Project Timetable

Agreed Targets

Specified Sum

Core Team

First Name Surname nominated Role

First Name Surname nominated Role

First Name Surname nominated Role

Rate Card relating to Specified Services:

Expenses: The Client shall reimburse the Company (on production of such receipts of other evidence as the Client may require) in line with the Client's expenses policy the amount of any out-of-pocket expenses such as travel and accommodation expenses properly incurred in the provision of the Specified Services.

Terms of payment: The Company will invoice the Client at the end of each calendar month. Invoices are due for payment within 30 days of presentation and the Company reserves the right to charge interest at 1% per month on amounts outstanding 60 days from date of invoice received.

Data Processing Status/Arrangements

[ ]

SCHEDULE 2: DATA PROCESSING PROVISIONS

This Schedule sets out the provisions that will apply in connection with any Personal Data that is accessed, collated, shared or used during the course of the provision of the Specified Services under this Agreement. The Schedule is separated into parts to address the potential scenarios that could arise, namely, where the Company is a Processor, a Controller or an Independent Controller and the status of any Sub-Contractors. Where possible, Schedule 1 will include an acknowledgement of the status of the Company (and any Sub-Contractor) for the purposes of the provision of the Specified Services and the necessary data protection and processing arrangements for the purposes of the Data Protection Laws.

Definitions

In this Schedule:

Communication	means a complaint, request or other communication (but excluding any Data Subject Request) relating to either party's obligations under any Data Protection Laws in connection with this Agreement and/or the processing of any of the Shared Personal Data, including any compensation claim from a Data Subject or any notice, investigation or other action from a Data Protection Supervisory Authority relating to the foregoing (and **Communicator** means the Data Protection Supervisory Authority, Data Subject or other person initiating or conducting a Communication);
Controller	has the meaning given in applicable Data Protection Laws from time to time;
Data Protection Laws	means, as applicable and binding on either party or the Specified Services: (a) the GDPR; (b) the Data Protection Act 2018; (c) any laws which implement any such laws; and (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
Data Protection Supervisory Authority	means any regulator, authority or body responsible for administering Data Protection Laws;
Data Subject	has the meaning given in applicable Data Protection Laws from time to time;

Data Subject Request	means a request made by a Data Subject to exercise any right(s) of Data Subjects under Chapter III of the GDPR in relation to any of the Shared Personal Data or concerning the processing of such data;
GDPR	means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time)**;**
Independent Controller	means, in respect of the relevant Processing of Personal Data, a situation in which a party is Controller but does not jointly determine the purposes and means of such Processing with the other party;
International Organisation	has the meaning in applicable Data Protection Laws from time to time;
Permitted Purpose	means [***insert description of the Company's/Sub-Contractor's intended use of the Shared Personal Data***];
Personal Data	has the meaning given in applicable Data Protection Laws from time to time;
Personal Data Breach	has the meaning given in applicable Data Protection Laws from time to time;
processing	has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including **process**, **processed** and **processes** shall be construed accordingly);
Processor	has the meaning given in applicable Data Protection Laws from time to time;
Protected Data	means (for the purposes of Part1 of this Schedule) Personal Data received from or on behalf of the Client, or otherwise made available by the Client in connection with the performance of the Company's obligations under this Agreement;
Shared Personal Data	means (for the purposes of Parts 2 and 3 of this Schedule) Personal Data received by the Company and/or any Sub-Contractor from or on behalf of the Client, or otherwise made available by the Client for the Permitted Purpose;
Sub-Processor	means any agent, Sub-Contractor or other third party (excluding its employees) engaged by the Company for carrying out any

processing activities on behalf of the Client in respect of the Protected Data.

PART 1

CLIENT AS CONTROLLER, COMPANY AS PROCESSER, SUB-CONTRACTOR(S) AS SUB-PROCESSOR(S)

Where the parties agree that the Client is a Controller, the Company is a Processor and any Sub-Contractor is a Sub-Processor for the purposes of processing Protected Data pursuant to this Agreement, the following provisions will apply.

Section A

1 Client's compliance with Data Protection Laws

The Client shall, at all times, comply with all Data Protection Laws in connection with the processing of Protected Data. The Client shall ensure all instructions given by it to the Company and/or the Sub-Contractor in respect of Protected Data (including the terms of this Agreement) shall at all times be in accordance with Data Protection Laws. Nothing in this Agreement relieves the Client of any responsibilities or liabilities under any Data Protection Laws.

2 Company's compliance with Data Protection Laws

The Company shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of this Agreement.

3 Instructions

3.1 The Company shall only process (and shall ensure Company personnel only process) the Protected Data in accordance with Section B of this Part 1 of this Schedule 2 and this Agreement (including when making any transfer to which paragraph 9 relates), except to the extent:

3.1.1 that alternative processing instructions are agreed between the parties in writing; or

3.1.2 otherwise required by applicable law (and shall inform the Client of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest).

3.2 Without prejudice to paragraph 2 of this Part A, if the Company believes that any instruction received by it from the Client is likely to infringe the Data Protection Laws it shall promptly inform the Client and be entitled to cease to provide the relevant Specified Services until the parties have agreed appropriate amended instructions which are not infringing.

4 Security

Taking into account the state of technical development and the nature of processing, the Company shall implement and maintain the technical and organisational measures set out in Section B of this Part 1 of this Schedule to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

5 Sub-processing and personnel

The Company shall:

5.1 not permit any processing of Protected Data by any agent, Sub-Contractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the written authorisation of the Client;

5.2 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this Schedule (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) that is enforceable by the Company and ensure each such Sub-Processor complies with all such obligations;

5.3 remain fully liable to the Client under this Agreement for all the acts and omissions of each Sub-Processor as if they were its own; and

5.4 ensure that natural persons authorised by the Company or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

6 List of authorised Sub-Processors

The Client authorises the appointment of the Sub-Processors listed below:

[***insert details for Sub-Contractors, i.e. any freelance associates***].

7 Assistance

7.1 The Company shall (at the Client's cost) assist the Client in ensuring compliance with the Client's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to the Company.

7.2 The Company shall (at the Client's cost) and taking into account the nature of the processing, assist the Client (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Client's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

8 International transfers

The Company shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom or to any International Organisation without the prior written authorisation of the Client, provided that this obligation shall not prevent the Company (or any Sub-Processor) from using data storage solutions provided by third party suppliers who have appropriate standard contractual clauses in place that comply with applicable data protection legislation).

9 Audits and processing

The Company shall, in accordance with Data Protection Laws, make available to the Client such information that is in its possession or control as is necessary to demonstrate the Company's compliance with the obligations placed on it under this Schedule and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28 of the GDPR), and allow for and contribute to audits, including inspections, by the Client (or another auditor mandated by the Client) for this purpose (subject to a maximum of one audit request in any 12 month period under this paragraph 9).

10 Breach

The Company shall notify the Client without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

11 Deletion/return and survival

On the end of the provision of the Services relating to the processing of Protected Data, at the Client's cost and the Client's option, the Company shall either return all of the Protected Data to the Client or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Company to store such Protected Data.

Section B

Data processing details

Processing of the Protected Data by the Company under this Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Section 1 of this Part B.

1 Subject-matter of processing:

[***For example:*** The processing of HR related confidential data including contractual information which may include personal and sensitive data].

2 Duration of the processing:

The duration of the Agreement

3 Nature and purpose of the processing:

[***Insert***]

4 Type of Personal Data:

[***Insert***]

5 Categories of Data Subjects:

[*Insert*]

6 [Specific processing instructions:

[***Insert***]**]**

Minimum technical and organisational security measures

The Company shall implement and maintain the following technical and organisational security measures to protect the Protected Data:

In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, the Company shall implement appropriate technical and organisational security measures appropriate to the risk, including, as appropriate, those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.

PART 2

DATA SHARING - CLIENT AND SUB-CONTRACTOR(S) AS CONTROLLERS

Where the parties agree that both the Client and any Sub-Contractors are Controllers for the purposes of processing Shared Personal Data pursuant to this Agreement, the following provisions will apply, unless the Client elects to use a standalone data sharing agreement, and if the Client and the Sub-Contractor(s) share the Shared Personal Data in the absence of any such standalone agreement, it shall be shared and managed in accordance with the terms of this Part 2.

1. Compliance with Data Protection Laws

The Company shall use all reasonable endeavours to ensure any Sub-Contractor shall at all times comply with all Data Protection Laws in connection with the provision of the Specified Services under this Agreement. This Part 2 allocates certain tasks and responsibilities between the Client and the Sub-Contractor(s), however nothing in this Part 2 is intended to limit or exclude the responsibilities or liabilities of Sub-Contractor(s) under any Data Protection

Laws (including under Article 82 of the GDPR and the duties owed by the Client and the Sub-Contractor(s) to Data Subjects under all Data Protection Laws).

2. Obligations of the Client

The Client confirms that:

2.1 prior to sharing the Shared Personal Data with the Sub-Contractor(s) the Client shall ensure that privacy notices have been made available to each relevant Data Subject in accordance with its obligations under Data Protection Laws; and

2.2 during the term of this Agreement, the Client shall promptly notify any Sub-Contractor(s) if the Client becomes aware that a relevant Data Subject has requested that their Shared Personal Data is no longer processed by either party for the Permitted Purpose.

3. Obligations of the Company

The Company confirms that it has entered into, or shall enter into prior to the provision of any of the Specified Services, an appropriate agreement with any Sub-Contractor which includes any obligations allocated to any Sub-Contractor in this Part 2 of Schedule 2 and the Company shall use its reasonable endeavours to ensure that any Sub-Contractor complies with any such obligations during the term of this Agreement.

4. Sub-Contractor obligations

Any Sub-Contractor shall ensure that at all times:

4.1 it shall undertake all processing of the Shared Personal Data only for the Permitted Purpose in accordance with this Agreement and in all respects in accordance with all Data Protection Laws;

4.2 it shall not by any act or omission cause the Client (or any other person) to be in breach of any Data Protection Laws; and

4.3 it shall promptly (and in any event within two Business Days) on request provide the Client with copies of all relevant records relating to processing of the Shared Personal Data.

5 Technical and organisational measures

5.1 Any Sub-Contractor shall at all times:

5.1.1 put in place and maintain appropriate technical and organisational measures so as to ensure the protection of the rights of Data Subjects under all Data Protection Laws and as otherwise required to meet the requirements of both parties under all Data Protection Laws; and

5.1.2 implement and maintain appropriate technical and organisational measures to protect the Shared Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

5.2 Any Sub-Contractor shall at all times ensure the processing of the Shared Personal Data shall be limited to the authorised personnel of the Sub-Contractor that:

5.2.1 need to process it for the Permitted Purpose;

5.2.2 are reliable and adequately trained on compliance with all Data Protection Laws; and

5.2.3 are subject to (and comply with) a binding written contractual obligation to keep the Shared Personal Data confidential.

6 International transfers

Except as required by Applicable Law of the United Kingdom (or any part of the United Kingdom), no Sub-Contractor shall transfer the Shared Personal Data to any country or territory outside the United Kingdom or to any international organisation (as defined in the GDPR) without the Client's prior written consent. For the purposes of this paragraph 6, '**transfer**' bears the same meaning as the word 'transfer' in Article 44 of the GDPR

7 Data Subject Requests, Personal Data Breaches and Communications

7.1 The Sub-Contractor shall promptly (and in any event within 24 hours) notify the Client if the Sub-Contractor suspects or becomes aware of any actual or threatened occurrence of any Personal Data Breach in respect of any Shared Personal Data. The Sub-Contractor shall promptly (and in any event within 24 hours) provide all such assistance and information as the Client requires to report any actual or suspected Personal Data Breach to a Data Protection Supervisory Authority and to notify affected Data Subjects under Data Protection Laws.

7.2 The Sub-Contractor shall promptly (and, in any event, within one Business Day of receipt) inform the Client if it receives any Communication or Data Subject Request. When receiving and responding to a Data Subject Request or a Communication the Sub-Contractor shall consult in advance with the Client and promptly comply with the Client's reasonable instructions (if any).

7.3 Subject to the remainder of this Part 2 and any express agreement to the contrary that is entered into between the Client and any Sub-Contractor, as between the Client and the Sub-Contractor, responsibility for compliance with and responding to:

7.3.1 any Data Subject Request falls on the party which first received such Data Subject Request;

7.3.2 any Communication falls on the party which receives the Communication from a Communicator;

7.3.3 each party's respective obligations in respect of any Personal Data Breach

(including notification of the Data Protection Supervisory Authority and/or Data Subject(s)) impacting or relating to any Shared Personal Data in the possession or control of the Client (or any third party with whom it has shared such data) falls on the Client; and

7.3.4 each party's respective obligations in respect of any other obligation under Data Protection Laws that is not addressed elsewhere in this Agreement (including in this Schedule) falls on each party subject to such obligation(s) under the Data Protection Laws.

7.4 The Sub-Contractor shall notify the Client of any action under paragraph 7.3 above (together with full details) to the extent such action relates to the provision of the Specified Services or to the fulfilment of any of the Sub-Contractor's obligations under Data Protection Laws. Where possible the Sub-Contractor shall notify the Client as soon as possible in advance of such action being taken (and in any event shall do so within two calendar days of such action).

7.5 Paragraph 7.3 above and the provisions in this Part 2 of Schedule 2, do not restrict either the Client's or the Sub-Contractor's right to perform any of their obligations under Data Protection Laws in the manner they determine (whether or not in addition to the other having performed such obligation).

7.6 The Sub-Contractor shall promptly co-operate with and provide reasonable assistance, information and records to the Client to assist with its compliance with Data Protection Laws and in relation to all Communications and Data Subject Requests.

8 Retention

Except as required by Applicable Law and subject to any express agreement to the contrary with the Client, the Sub-Contractor shall cease to process and shall confidentially and securely destroy or dispose of all Shared Personal Data (and all copies) in its possession or control on termination or expiry of this Agreement.

PART 3

DATA SHARING - CLIENT AND SUB-CONTRACTOR(S) AS INDEPENDENT CONTROLLERS

Where the parties agree that both the Client and any Sub-Contractor(s) are Independent Controllers for the purposes of processing Shared Personal Data pursuant to this Agreement, the following provisions will apply, unless the Client elects to use a standalone data sharing agreement, and if the Client and the Sub-Contractor(s) share the Shared Personal Data in the absence of any such standalone agreement, it shall be shared and managed in accordance with the terms of this Part 3.

1. Compliance with Data Protection Laws

The Company shall use all reasonable endeavours to ensure any Sub-Contractor shall at all times comply with all Data Protection Laws in connection with the provision of the Specified

Services under this Agreement. This Part 3 allocates certain tasks and responsibilities between the Client and the Sub-Contractor(s), however nothing in this Part 3 is intended to limit or exclude any Sub-Contractor's responsibilities or liabilities under any Data Protection Laws (including under Article 82 of the GDPR and the duties owed by the Client and any Sub-Contractor to Data Subjects under all Data Protection Laws).

2. Obligations of the Client

The Client confirms that, prior to sharing the Shared Personal Data with any Sub-Contractor, privacy notices have been made available to each relevant Data Subject in accordance with its obligations under Data Protection Laws.

3. Obligations of the Company

The Company confirms that it has entered into, or shall enter into prior to the provision of any of the Specified Services, an appropriate agreement with any Sub-Contractor which includes any obligations allocated to any Sub-Contractor in this Part 3 of Schedule 2 and the Company shall use its reasonable endeavours to ensure that any Sub-Contractor complies with any such obligations during the term of this Agreement.

4. Basis for Sharing

4.1 It is acknowledged that:

4.1.1 for the Shared Personal Data, the Client and any Sub-Contractor shall be Independent Controllers; and

4.1.2 these provisions relate to ad-hoc data sharing of the Shared Data.

4.2 The Sub-Contractor shall not Process the Shared Personal Data in any manner inconsistent with any provision of this Part 3.

5. Sub-Contractor's obligations

5.1 The Sub-Contractor shall ensure that at all times it shall undertake all processing of the Shared Personal Data only for the Permitted Purpose in accordance with this Agreement and in all respects in accordance with all Data Protection Laws.

5.2 The Sub-Contractor shall ensure that at all times it shall:

5.2.1 not transfer or disclose any Shared Personal Data to any third party other than to the Individual or its personnel where necessary for the Permitted Purpose and, in each case, shall ensure it is transferred and disclosed subject to equivalent and legally binding obligations which are no less onerous than those applicable to the Sub-Contractor, except that this paragraph 5.2.1 is without prejudice to any disclosure or transfer required by Applicable Law of the United Kingdom (or any part of the United Kingdom);

5.2.2 in respect of any Processing of Shared Personal Data performed by a Processor on behalf of the Sub-Contractor:

(a) carry out adequate due diligence on such Processor to ensure that it is capable of providing the level of protection for the Shared Personal Data as is required by this Part 3 and Data Protection Laws; and

(b) ensure that suitable written agreements are at all times in place with each Processor as required under all Data Protection Laws (including Articles 28 and 32 of the GDPR); and

5.2.3 be liable to the Client for all acts and omissions of each the Individual or its personnel in connection with Shared Personal Data. Each obligation in this Part 3 on the Sub-Contractor to do, or refrain from doing, any thing shall include an obligation on the Sub-Contractor to ensure the Individual and all its personnel do, or refrain from doing, such thing.

5.2.4 put in place and maintain appropriate technical and organisational measures so as to ensure the protection of the rights of Data Subjects under all Data Protection Laws and as otherwise required to meet the requirements of both parties under all Data Protection Laws; and

5.2.5 implement and maintain appropriate technical and organisational measures to protect the Shared Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

6 International transfers

Except as required by Applicable Law of the United Kingdom (or any part of the United Kingdom), the Sub-Contractor shall not transfer the Shared Personal Data to any country or territory outside the United Kingdom or to any international organisation (as defined in the GDPR) without the Client's prior written consent. For the purposes of this paragraph 5, '**transfer**' bears the same meaning as the word 'transfer' in Article 44 of the GDPR.

7 Data Subject Requests, Personal Data Breaches and Communications

7.1 The Sub-Contractor shall promptly (and in any event within 24 hours) notify the Client if the Sub-Contractor suspects or becomes aware of any actual or threatened occurrence of any Personal Data Breach in respect of any Shared Personal Data. The Sub-Contractor shall promptly (and in any event within 24 hours) provide all such assistance and information as the Client requires to report any actual or suspected Personal Data Breach to a Data Protection Supervisory Authority and to notify affected Data Subjects under Data Protection Laws.

7.2 The Sub-Contractor shall promptly (and, in any event, within one Business Day of receipt) inform the Client if it receives any Communication or Data Subject Request. When receiving and responding to a Data Subject Request or a Communication the

Sub-Contractor shall consult in advance with the Client and promptly comply with the Client's reasonable instructions (if any).

7.3 Subject to the remainder of this Part 3 and any express agreement to the contrary that is entered into between the Client and the Sub-Contractor, as between the Client and the Sub-Contractor, responsibility for compliance with and responding to:

7.3.1 any Data Subject Request falls on the party which first received such Data Subject Request;

7.3.2 any Communication falls on the party which receives the Communication from a Communicator;

7.3.3 each party's respective obligations in respect of any Personal Data Breach (including notification of the Data Protection Supervisory Authority and/or Data Subject(s)) impacting or relating to any Shared Personal Data in the possession or control of the Client (or any third party with whom it has shared such data) falls on the Client; and

7.3.4 each party's respective obligations in respect of any other obligation under Data Protection Laws that is not addressed elsewhere in this Agreement (including in this Schedule) falls on each party subject to such obligation(s) under the Data Protection Laws.

7.4 The Sub-Contractor shall notify the Client of any action under paragraph 7.3 above (together with full details) to the extent such action relates to the provision of the Specified Services or to the fulfilment of any of the Sub-Contractor's obligations under Data Protection Laws. Where possible the Sub-Contractor shall notify the Client as soon as possible in advance of such action being taken (and in any event shall do so within two calendar days of such action).

7.5 Paragraph 7.3 above and the provisions in this Part 3 of Schedule 2, do not restrict either the Client's or the Sub-Contractor's right to perform any of their obligations under Data Protection Laws in the manner they determine (whether or not in addition to the other having performed such obligation).

7.6 The Sub-Contractor shall promptly co-operate with and provide reasonable assistance, information and records to the Client to assist with its compliance with Data Protection Laws and in relation to all Communications and Data Subject Requests.

8 Retention

Except as required by Applicable Law and subject to any express agreement to the contrary with the Client, the Sub-Contractor shall cease to process and shall confidentially and securely destroy or dispose of all Shared Personal Data (and all copies) in its possession or control on termination or expiry of this Agreement.