



PHASE 3 CONSULTING LIMITED

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

VERSION 2.4 APRIL 2025

PHASE 3 CONSULTING LIMITED
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RECITALS

The attention of the Client is particularly drawn to the provisions of clause 10.

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Charges: the charges payable by the Client for the supply of the Services in accordance with clause 5.

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 15.7.

Contract: the contract between the Supplier and the Client for the supply of Services in accordance with these Conditions.

Client: the person or firm who purchases the Services from the Supplier.

Data Protection Legislation: the UK Data Protection Legislation, General Data Protection Regulations and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Deliverables: the services, advice, documents and products produced by the Supplier for the Client.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the order by the Client for the supply of Services.

Services: the services, being consultancy and associated project services in relation to human resource technologies, systems and business processes – or as stated otherwise in the Work Order or Specification including the Deliverables supplied by the Supplier to the Client as set out in the Work Order or Specification.

Specification: the description or specification for the Services provided in writing/ email by the Supplier to the Client and confirmed/ agreed by the Client prior to the Commencement Date. This can also be referred to as a Work Order, Quote or Statement of Works.

Supplier: Phase 3 Consulting Limited (registered in England and Wales with company number 05034692).

Supplier Materials: has the meaning set out in clause 4.1(g).

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1.2 Construction.

In these Conditions, the following rules apply:

(a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(b) A reference to a party includes its personal representatives, successors or permitted assigns;

(c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(d) Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(e) A reference to writing or written includes faxes and emails.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Client to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date) or in the alternative the date and time that the Supplier starts work following the Client's confirmation (including verbal confirmation) of acceptance of these Terms and Conditions of Supply.

2.3 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the catalogues or brochures of the Supplier, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 20 Business Days from its date of issue.

2.7 Any purported acceptance of the Supplier's quotation is considered as an offer from the Client to purchase the Services on these Conditions and acceptance by the Supplier shall only take place in accordance with clause 2.2.

3. SUPPLY OF SERVICES

3.1 The Supplier shall supply the Services to the Client in accordance with the Work Order or Specification in all material respects.

3.2 The Supplier shall use all reasonable endeavours to meet any performance dates

specified in the Order. but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law, regulatory or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Client in any such event.

3.4 The Supplier warrants to the Client that the Services will be provided using reasonable care and skill.

4. OBLIGATIONS OF THE CLIENT

4.1 The Client shall:

(a) ensure that the terms of the Order and any information it provides in the Work Order or Specification are complete and accurate;

(b) co-operate with the Supplier in all matters relating to the Services, including performing any Client obligations as may be set out in the Work Order or Specification;

(c) provide the Supplier, its contractors, agents, consultants and subcontractors, with access to the premises of the Client, office accommodation and other facilities as reasonably required by the Supplier (at no cost) including the need for network and systems access if required, and for remote access to be established prior to the Supplier starting work if agreed as part of the Work Order or Specification. For the purposes of systems access the Phase 3 employee should be granted system administrator level access to systems to ensure unfettered access to undertake technical activity.

(d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

(e) prepare the premises of the Client for the supply of the Services;

(f) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and

(g) keep and maintain all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the premises of the Client in

safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the written instructions or authorisation of the Supplier.

4.2 If the performance by the Supplier of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):

(a) the Supplier shall, without limiting its other rights or remedies, have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays the performance of the Supplier of any of its obligations;

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the failure or delay of the Supplier to perform any of its obligations as set out in this clause 4.2; and

(c) where work is prevented from being undertaken due to issues with accessing software, relevant people or where bookings are cancelled within 24 hours of the booking the supplier reserves the right to charge for those services.

5. CHARGES AND PAYMENT

5.1 The Charges for the Services shall be calculated in accordance with the fees of the Supplier, as set out in the Work Order or Specification; the Supplier must obtain preapproval before charging the Client for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

5.2 The Supplier reserves the right to increase its standard rates, provided that such charges cannot be increased more than once in any 12-month period, and not during the first 12 months of the commencement date. The Supplier will give the Client written notice of any such increase 2 month(s) before the proposed date of the increase. Any new

order after the date of the rate increase will be delivered at the new rate.

5.3 The Supplier shall invoice the Client on completion of the Services or at specified milestones or intervals as agreed in the Work Order or Specification.

5.4 The Client shall pay each undisputed invoice submitted by the Supplier:

(a) within 30 days of the date of the undisputed invoice; and

(b) in full and in cleared funds to a bank account nominated in writing by the Supplier; and

(c) in the event of prepayment by the Client the Supplier will be considered to hold the prepayment on behalf of the Client, funds will be deducted from the Client's account balance following production of an invoice under these terms.

5.5 Time for payment shall be of the essence of the Contract.

5.6 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Client, the Client shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.7 If the Client fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Client shall pay interest on the overdue amount at the rate of 2% per annum above the base rate of the Bank of England from time to time, but at 2% a year for any period when that base rate is below 0%. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount. Where there are repeated late payments (more than 3) the supplier retains the right to insist on prepayment for works due to be completed, or the initiation of a direct debit. For the avoidance of doubt the supplier does not create a credit facility for the client.

5.8 The Client shall pay all undisputed amounts due under the Contract in full without any set-off,

counterclaim, deduction or withholding (except for any deduction or withholding required by law). Both parties may at any time, without limiting their other rights or remedies, set off any amount owing to it by the other party against any amount payable.

5.9 Where payment is held on account by the supplier for prepayments or refunds the payment shall be held for a period of 12 months from the date the payment was made to the supplier.

5.10 Where the client cancels Professional Services bookings with less than 48 hours notice the booking shall be charged in full.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services for the Client shall be owned by the Supplier unless agreed in the Work Order or Specification that the Intellectual Property Rights in question will become property of the Client.

6.2 The Client acknowledges that, in respect of any third party Intellectual Property Rights, the use by the Client of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Client.

6.3 All Supplier Materials are the exclusive property of the Supplier unless specifically agreed otherwise in the Work Order or Specification.

7. DATA PROTECTION

7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Clause 7, Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

7.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and the Supplier is the processor.

7.3 Without prejudice to the generality of clause 7.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable

lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.

7.4 Without prejudice to the generality of clause 7.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract:

(a) process that personal data only on the documented written instructions of the Client unless the Supplier is required by Applicable Laws to otherwise process that personal data;

(b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

(d) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

(i) the Client or the Supplier has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate and enforceable level of protection to any personal data that is transferred; and

(iv) the Supplier complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data;

(e) assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Client without undue delay on becoming aware of a personal data breach;

(g) at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the personal data; and

(h) maintain records and information to demonstrate its compliance with this clause 7 and immediately inform the Client if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

7.5 Where appropriate, the Client consents to the Supplier appointing a third party processor in respect of the Services as a third party processor of Personal Data under the Contract. The Supplier confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement substantially on that third party's standard terms of business which the Supplier confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Client and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this clause 7.

7.6 Either party may, at any time on not less than 30 days' notice, revise this clause 7 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

8. INSURANCE

8.1 For the duration of the Contract and for a period of 12 months thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on the request of the Client, produce both the insurance certificate giving details of cover and

the receipt for the current year's premium in respect of each insurance.

9. CONFIDENTIALITY

9.1 A party (Receiving Party) shall keep in strict confidence all technical or commercial information, know-how, work orders, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its contractors, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business, its products and services which the Receiving Party may obtain.

9.2 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

9.3 The Receiving Party shall only disclose such confidential information to those of its contractors, agents and subcontractors who need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such contractors, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract.

9.4 The Receiving Party may also disclose such of the Disclosing Party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 9 shall survive termination of the Contract.

10. LIMITATION OF LIABILITY

10.1 Nothing in these Conditions shall limit or exclude the liability of the Supplier for:

- (a) death or personal injury caused by its negligence, or the negligence of its contractors, agents or subcontractors; or
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

10.2 Subject to clause 10.1:

- (a) the Supplier shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any (i) loss of profit, (ii) loss of

anticipated savings, (iii) loss of sales or business, (iv) loss of use or corruption of software, data or information, or (v) any indirect or consequential loss, arising under or in connection with the Contract; and

- (b) the total liability of the Supplier to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £1,000,000 GBP (One Million Pounds).

10.3 The Supplier has given commitments as to compliance of the Services with relevant Work Orders or Specifications in clause 3. In view of these commitments, the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

10.4 This clause 10 shall survive termination of the Contract.

11. TERMINATION

11.1 Without limiting its other rights or remedies, the Client must give the Supplier 3 months' notice to terminate the contract in advance of the initial term of the contract expiring, the date as such, is documented in the Service Level Agreement or Statement of Work. If the termination date is before the end of the initial term, the client is liable to pay 50% of the remaining fees associated with the initial term for Managed Services.

11.2 Failure to terminate the contract will result in the Contract rolling forward for 3 months after the Contract expiry date until written termination of the Contract is received by the Supplier.

Where services are sold on a Time and Materials basis, if there is a cancellation of an order the Supplier reserve the right to charge the client 25% of the remaining professional services time listed within the initial Statement of Work/specification.

11.3 Without limiting its other rights or remedies, the Supplier may suspend provision of the Services under the Contract or any other contract between the Client and the Supplier if the Client becomes subject to any of the events listed in clause 11.3(c) to clause 11.3(l), or the Supplier reasonably believes

that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under this Contract on the due date for payment.

(a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing to do so;

(b) the Supplier repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

(c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is the subject of a bankruptcy petition or is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

(d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(g) an application is made to court, or an order is made, for the appointment of an administrator or if a

notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

(h) the holder of a qualifying floating charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.3(c) to clause 11.3(i) (inclusive);

(k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

(l) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

12. CONSEQUENCES OF TERMINATION

12.1 On termination of the Contract for any reason:

(a) the Client shall immediately pay to the Supplier all of the outstanding undisputed unpaid invoices and interest of the Supplier and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice for all outstanding payments, which shall be payable by the Client immediately on receipt;

(b) the Client shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

(c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(d) any clauses which expressly or by implication survive termination shall continue in full force and effect.

13. FORCE MAJEURE

13.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, failure of a data network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, pandemic, epidemic or default of suppliers or subcontractors.

13.2 The Supplier shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

13.3 If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 4 weeks, the Client shall have the right to terminate this Contract on 2 weeks' notice by giving written notice to the Supplier.

14. INTRODUCTION FEES

14.1 If the Client engages directly, either on a PAYE or contractor/consultancy basis, any of the Supplier's employees or any contractor which had delivered Services on behalf of the Supplier:

(a) within a period of 12 months from the services being delivered, the Client contracts to pay an introduction fee to the Supplier equivalent to 30% of the annual remuneration package offered to the employee/contractor;

(b) where such engagement is for a fixed term contract of one year or more, the Client agrees to pay the Supplier an amount equal to 30% of the annual contract value/ fees paid to the employee/contractor under the agreement; or

(c) where such engagement is for a fixed term contract of less than one year, the Client agrees to pay the Supplier an amount equal to 50% of the contract value/fees payable to the employee/contractor under the agreement.

15. GENERAL

15.1 Assignment and other dealings.

(a) The Supplier may not at any time, without the prior consent of the Client, assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

(b) The Client shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

15.2 Notices.

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post or other next working day delivery service, commercial courier, fax or email.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.2(a); if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15.3 Severance.

(a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

(b) If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.4 Waiver.

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

15.5 No partnership or agency.

(a) Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

15.6 Third party rights.

(a) A person who is not a party to the Contract shall not have any rights to enforce its terms.

15.7 Variation.

(a) Except as set out in these Conditions and specifically the Work Order or Specification, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Client and Supplier.

15.8 Governing law.

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

15.9 Jurisdiction.

(a) Each party irrevocably agrees that the courts of England and Wales shall have exclusive

jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

15.10 The supplier reserves the right to use the logo and name of the client on promotional materials, subject to the client confirming that this is not prohibited in writing.

SIGNATURE PANELS

SIGNED BY THE CLIENT

Client:

Registered Address:

Registered No (If Applicable):

Print Name:

Sign:

Position:

Date:

I confirm that I am authorised to sign this document and therefore contractually bind the Client.

SIGNED BY THE SUPPLIER

Print Name:

Position:

Sign:

Date:

I confirm that I am authorised to sign this document and therefore contractually bind the Supplier.

Data Processing Agreement — Phase 3 Consulting Limited

This Data Processing Agreement (“Agreement”) forms part of the Contract for

Services (“Principal Agreement”) between (the “Supplier”) (the “Processor”) and “The Client/Company” (the “Data Controller”) (together as the “Parties”)

WHEREAS

(A) The Client acts as a Data Controller.

(B) The Client wishes to subcontract certain Services, which imply the processing of personal data, to the Data Processor.

(C) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and the retained version of the General Data Protection Regulation as amended and incorporated into UK law and defined in section 3 of the UK Data Protection Act 2018, jointly referred to as the GDPR below.

(D) The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:

1.1.1 “Agreement” means this Data Processing Agreement and all Schedules;

1.1.2 “Company Personal Data” means any Personal Data Processed by a Contracted Processor on behalf of Company pursuant to or in connection with the Principal Agreement;

1.1.3 “Contracted Processor” means a Subprocessor;

1.1.4 “Data Protection Laws” means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

1.1.5 “EEA” means the European Economic Area;

1.1.6 “EU Data Protection Laws” means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.7 “GDPR” means EU General Data Protection Regulation 2016/679 and the retained version of the GDPR as amended and incorporated into UK law and defined in section 3 of the UK Data Protection Act 2018;

1.1.8 “Data Transfer” means:

1.1.8.1 a transfer of Company Personal Data from the Company to a Contracted Processor; or

1.1.8.2 an onward transfer of Company Personal Data from a Contracted Processor to a Subcontracted Processor, or between two establishments of a Contracted Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);

1.1.9 “Services” means the services the Company provides.

1.1.10 “Subprocessor” means any person appointed by or on behalf of Processor to process Personal Data on behalf of the Company in connection with the Agreement.

1.2 The terms, “Commission”, “Controller”, “Data Subject”, “Member State”, “Personal Data”, “Personal Data Breach”, “Processing” and “Supervisory Authority” shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Processing of Company Personal Data

2.1 Processor shall:

2.1.1 comply with all applicable Data Protection Laws in the Processing of Company Personal Data; and

2.1.2 not Process Company Personal Data other than on the relevant Company’s documented instructions.

2.2 The Company instructs Processor to process Company Personal Data in accordance with the Work Order or Specification. The Processor may not process or use the personal data for any other purpose and processing shall only take place for the

duration specified in the Work Order or Specification.

3. Processor Personnel

Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Company Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual’s duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to the Company Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2 In assessing the appropriate level of security, Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5. Subprocessing

5.1 Processor shall not appoint (or disclose any Company Personal Data to) any Subprocessor unless required or authorized by the Company.

6. Data Subject Rights

6.1 Taking into account the nature of the Processing, Processor shall assist the Company by

implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Company obligations, as reasonably understood by Company, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.2 Processor shall:

6.2.1 promptly notify Company if it receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data; and

6.2.2 ensure that it does not respond to that request except on the documented instructions of Company or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws inform Company of that legal requirement before the Contracted Processor responds to the request.

7. Personal Data Breach

7.1 Processor shall notify Company without undue delay upon Processor becoming aware of a Personal Data Breach affecting Company Personal Data, providing Company with sufficient information (in accordance with article 33 of the GDPR) to allow the Company to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2 Processor shall co-operate with the Company and take reasonable commercial steps as are directed by Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. Data Protection Impact Assessment and Prior Consultation

8.1 Processor shall provide reasonable assistance to the Company with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Company reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Company Personal Data by, and taking

into account the nature of the Processing and information available to, the Contracted Processors.

9. Deletion or Return of Company Personal Data

9.1 Subject to this section 9 Processor shall promptly and in any event within 10 business days of the date of cessation of any Services involving the Processing of Company Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of those Company Personal Data.

10. Audit rights

10.1 Subject to this section 10, Processor shall make available to the Company on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Company or an auditor mandated by the Company in relation to the Processing of the Company Personal Data by the Contracted Processors.

10.2 Information and audit rights of the Company only arise under section 10.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

11. Data Transfer

11.1 The Processor may not transfer or authorize the transfer of Data to countries outside the UK and/or the European Economic Area (EEA) without the prior written consent of the Company. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

12. General Terms

12.1 Confidentiality. Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement ("Confidential Information") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

- (a) disclosure is required by law;
- (b) the relevant information is already in the public domain.

12.2 Notices. All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

13. Governing Law and Jurisdiction

13.1 This Agreement is governed by the laws of England and Wales.