

DATED

2026

(1) AMODAL LIMITED

and

(2) [INSERT FULL NAME OF CLIENT]

FRAMEWORK AGREEMENT

for

INFORMATION MANAGEMENT SERVICES

SH[∞]SMITHS

THIS AGREEMENT is made on

2026

BETWEEN

1. **AMODAL LIMITED**, a company incorporated in England and Wales (company number 12496962) whose registered office is at 7 Victoria Road, Tamworth, England, B79 7HS (“**Amodal**”); and
2. **[INSERT FULL NAME OF CLIENT]**, a company incorporated in England and Wales (company number **[INSERT CLIENT'S COMPANY NUMBER]**) whose registered office is at **[INSERT CLIENT'S REGISTERED LOFFICE ADDRESS]** (the “**Client**”).

BACKGROUND

- (A) Amodal is in the business of providing the Available Services.
- (B) The Client wishes to obtain and Amodal wishes to provide the Available Services on the terms set out in this Agreement.

The parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context requires otherwise, the following definitions apply:

“ Applicable Laws ”	means all applicable laws, statutes, and regulations from time to time in force;
“ Available Services ”	means the services as described or referred to in Schedule 1 (Available Services) ;
“ Business Day ”	means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
“ Business Hours ”	means the period from 9.00 am to 5.00 pm on any Business Day;
“ Change Order ”	has the meaning given in clause 7.1 ;
“ Common Data Environment ”	means the Client’s information environment, including its computing environment (consisting of hardware, software, and/or telecommunications networks or equipment), used by the Client in connection with this Agreement which is owned by the Client or licensed to the Client by a third party, as may be updated or replaced from time to time;
“ Control ”	has the meaning given in section 1124 of the Corporation Tax Act 2010, and controls, controlled and the expression change of control shall be construed accordingly;
“ Controller ”, “ processor ”, “ data subject ”, “ personal data ”, “ personal data breach ”, “ processing ” and “ appropriate technical measures ”	shall have the meanings defined in the Data Protection Legislation;

“Client Equipment”	means any equipment, including machinery, hardware, computers, telecoms devices, tools, systems, cabling or facilities, provided by the Client, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Works including any such items specified in a Statement of Work;
“Client Materials”	means all documents, drawings, data, information, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to Amodal in connection with the Works, including the items provided pursuant to clause 5.1.4 ;
“Data Protection Legislation”	means the UK Data Protection Legislation 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”	means any output of the Works to be provided by Amodal to the Client as specified in a Statement of Work;
“Dispute”	means any dispute, disagreement or claim arising out of or in connection with this Agreement, its subject matter or formation (including non-contractual disputes and claims);
“European Economic Area”	means the United Kingdom and the Member States of the European Union from time to time, plus Switzerland, Norway, Iceland and Liechtenstein. For the purposes and duration of this Agreement, the United Kingdom will continue to fall under the definition of European Economic Area irrespective of the outcome of the negotiations on the exit of Great Britain and Northern Ireland from the European Union;
“Intellectual Property Rights”	means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, 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;
“Mandatory Policies”	means the Client's business policies listed in Schedule 4 (Mandatory Policies) , as amended by notification to Amodal from time to time;
“Milestone”	means a date by which a part or all of the Works is to be completed, as set out in a Statement of Work;

“Reference Charges”	means the standard charges for the Available Services or the framework for calculating them as set out in Schedule 3 (Reference Charges and Payment Terms) ;
“SoW Charges”	means the sums payable for the Works as set out in a Statement of Work;
“Statement of Work”	means a detailed plan, agreed in accordance with clause 3 (Statements of Work) , describing the services to be provided by Amodal, the timetable for their performance and the related matters listed in the template statement of work set out in Schedule 2 (Template Statement of Work) ;
“UK Data Protection Legislation”	means 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;
“VAT”	means value added tax or any equivalent tax chargeable in the UK or elsewhere; and
“Works”	means the Available Services which are provided by Amodal under a Statement of Work.
1.2	Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
1.3	A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
1.4	The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
1.5	A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
1.6	Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
1.7	Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
1.8	This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
1.9	A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
1.10	A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

- 1.11 Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 January 2020.
- 1.12 A reference to writing or written includes email but not fax.
- 1.13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 A reference to this Agreement or to any other agreement or document is a reference to this Agreement or such other agreement or document, in each case as varied or novated from time to time.
- 1.15 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.16 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 COMMENCEMENT AND DURATION

- 2.1 This Agreement shall commence on **[INSERT DATE]** and shall continue, unless terminated earlier in accordance with **clause 14 (Termination)**, until either party gives to the other party written notice to terminate. Such notice shall be served no earlier than the **[first]** anniversary of the date of this Agreement and shall expire on the completion of all Statements of Work entered into before the date on which it is served.
- 2.2 If there are no uncompleted Statements of Work as at the date notice to terminate is served under **clause 2.1** such notice shall terminate this Agreement with immediate effect.
- 2.3 The parties shall not enter into any further Statements of Work after the date on which notice to terminate is served under **clause 2.1**.
- 2.4 The Client may procure any of the Available Services by agreeing a Statement of Work with Amodal pursuant to **clause 3 (Statements of Work)**.
- 2.5 Amodal shall provide the Works from the date specified in the relevant Statement of Work.

3 STATEMENTS OF WORK

- 3.1 Each Statement of Work shall be agreed in the following manner:
 - 3.1.1 the Client shall ask Amodal to provide any or all of the Available Services and provide Amodal with as much information as Amodal reasonably requests in order to prepare a draft Statement of Work for the Available Services requested;
 - 3.1.2 following receipt of the information requested from the Client, Amodal shall, as soon as reasonably practicable either:
 - a) inform the Client that it declines to provide the requested Available Services; or
 - b) provide the Client with a draft Statement of Work.

- 3.1.3 if Amodal provides the Client with a draft Statement of Work pursuant to **clause 3.1.2b)**, Amodal and the Client shall discuss and agree that draft Statement of Work; and
- 3.1.4 both parties shall sign the draft Statement of Work when it is agreed.
- 3.2 Unless otherwise agreed, the SoW Charges shall be calculated in accordance with the Reference Charges.
- 3.3 Once a Statement of Work has been agreed and signed in accordance with **clause 3.1.4**, no amendment shall be made to it except in accordance with **clause 7 (Change Control)** or **clause 18 (Variation)**.
- 3.4 Each Statement of Work shall be part of this Agreement and shall not form a separate contract to it.
- 3.5 A Statement of Work may not be terminated except by completion of the Works covered by that Statement of Work or by termination of this Agreement.

4 AMODAL'S RESPONSIBILITIES

- 4.1 Amodal shall use reasonable endeavours to provide the Works, and deliver the Deliverables to the Client, in accordance with a Statement of Work in all material respects.
- 4.2 Amodal shall use reasonable endeavours to meet any performance dates specified in a Statement of Work but any such dates shall be estimates only and time for performance by Amodal shall not be of the essence of this Agreement.
- 4.3 Amodal shall appoint a manager in respect of the Works to be performed under each Statement of Work, such person being the person identified as such in the Statement of Work or such other person as Amodal may from time to time specify. That person shall have authority to contractually bind Amodal on all matters relating to the relevant Works (including by signing Change Orders). Amodal may replace that person from time to time where reasonably necessary in the interests of Amodal's business.
- 4.4 Amodal shall use reasonable endeavours to observe all health and safety and security requirements that apply at any of the Client's premises and that have been communicated to it under **clause 5.1.5**, provided that it shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligations under this Agreement.

5 CLIENTS OBLIGATIONS

- 5.1 The Client shall:
 - 5.1.1 co-operate with Amodal in all matters relating to the Works;
 - 5.1.2 appoint a manager in respect of the Works to be performed under each Statement of Work, such person as identified in the Statement of Work. That person shall have authority to contractually bind the Client on all matters relating to the relevant Works (including by signing Change Orders);
 - 5.1.3 provide, for Amodal, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access (including administrative access) to the Common Data Environment, the Client's premises, office accommodation, and other facilities as required by Amodal including any such access as is specified in a Statement of Work;

- 5.1.4 provide to Amodal in a timely manner all documents, information, items and materials in any form (whether owned by the Client or a third party) required under a Statement of Work or otherwise reasonably required by Amodal in connection with the Works and ensure that they are accurate and complete;
 - 5.1.5 inform Amodal of all health and safety and security requirements that apply at any of the Client's premises;
 - 5.1.6 ensure that all the Client Equipment is in good working order and suitable for the purposes for which it is used in relation to the Works and conforms to all relevant United Kingdom standards or requirements;
 - 5.1.7 obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Amodal to provide the Works, including in relation to Amodal's access to and use of the Common Data Environment, the use of all the Client Materials and the use of the Client Equipment, in all cases before the date on which the Works are to start;
 - 5.1.8 unless Amodal has provided or is providing Works in relation to the preparation of the Common Data Environment, be responsible (at its own cost) for preparing the Common Data Environment for the supply of the Works; and
 - 5.1.9 comply with any additional responsibilities of the Client as set out in the relevant Statement of Work.
- 5.2 If Amodal's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, Amodal shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.

6 NON-SOLICITATION AND EMPLOYMENT

- 6.1 The Client shall not, without the prior written consent of Amodal, at any time from the date on which any Works commence to the expiry of six (6) months after the completion of such Works, solicit or entice away from Amodal or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor] of Amodal in the provision of such Works.
- 6.2 Any consent given by Amodal in accordance with **clause 6.1** shall be subject to the Client paying to Amodal a sum equivalent to 20% of the then current annual remuneration of Amodal's employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Client to that employee, consultant or subcontractor.

7 CHANGE CONTROL

- 7.1 Either party may propose changes to the scope or execution of the Works but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:
 - 7.1.1 the Works;
 - 7.1.2 the SoW Charges;
 - 7.1.3 the timetable for the Works; and

- 7.1.4 any of the other terms of the relevant Statement of Work.
- 7.2 If Amodal wishes to make a change to the Works it shall provide a draft Change Order to the Client.
- 7.3 If the Client wishes to make a change to the Works:
 - 7.3.1 it shall notify Amodal and provide as much detail as Amodal reasonably requires of the proposed changes, including the timing of the proposed change; and
 - 7.3.2 Amodal shall, as soon as reasonably practicable after receiving the information at **clause 7.3.1**, provide a draft Change Order to the Client.
- 7.4 If the parties:
 - 7.4.1 agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Statement of Work; or
 - 7.4.2 are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in **clause 28 (Dispute Resolution)**.

8 CHARGES AND PAYMENT

- 8.1 In consideration of the provision of the Works by Amodal, the Client shall pay the SoW Charges.
- 8.2 Where the SoW Charges are calculated on a time and materials basis:
 - 8.2.1 Amodal's daily fee rates for each individual person as set out in **Schedule 3 (Reference Charges and Payment)** are calculated on the basis of an eight (8) hour day, worked during Business Hours;
 - 8.2.2 Amodal shall be entitled to charge an additional overtime rate of 50% of the daily fee rate set out in **Schedule 3 (Reference Charges and Payment)** on a pro rata basis for any time worked by individuals whom it engages on the Works outside Business Hours; and
- 8.3 Where the SoW Charges are calculated on a fixed price basis, the amount of those charges shall be as set out in a Statement of Work.
- 8.4 The SoW Charges exclude the following, which shall be payable by the Client monthly in arrears, following submission of an appropriate invoice:
 - 8.4.1 the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Amodal engages in connection with the Works; and
 - 8.4.2 the cost to Amodal of any materials or services procured by Amodal from third parties for the provision of the Works as such items and their cost are set out in the Statement of Work or approved by the Client in advance from time to time.
- 8.5 Amodal may increase the Reference Charges and any SoW Charges not calculated in accordance with the Reference Charges on an annual basis with effect from each anniversary of the date of this Agreement in line with the percentage increase in the Average Weekly Earnings Index (as published by the Office for National Statistics) in the preceding twelve (12) month period and the first such increase shall take effect on the first anniversary of the date of

this Agreement and shall be based on the latest available figure for the percentage increase in the Average Weekly Earnings Index.

8.6 Any increase in the Reference Charges shall affect:

8.6.1 the SoW Charges (to the extent that they are calculated in accordance with the Reference Charges) in Statements of Work in force at the date the increase takes effect; and

8.6.2 the calculation of the SoW Charges for Statements of Work entered into after the date the increase takes effect.

8.7 Amodal shall invoice the Client for the SoW Charges at the intervals specified, or on the achievement of the Milestones indicated, in the Statement of Work. If no intervals are so specified, Amodal shall invoice the Client at the end of each month for Works performed during that month.

8.8 The Client shall pay each invoice submitted to it by Amodal within thirty (30) days of receipt to a bank account nominated in writing by Amodal from time to time.

8.9 Without prejudice to any other right or remedy that it may have, if the Client fails to pay Amodal any sum due under this Agreement on the due date:

8.9.1 the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and

8.9.2 Amodal may suspend part or all of the Works until payment has been made in full.

8.10 All sums payable to Amodal under this Agreement:

8.10.1 are exclusive of VAT, and the Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

8.10.2 shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9 INTELLECTUAL PROPERTY RIGHTS

9.1 In relation to the Deliverables:

9.1.1 Amodal and its licensors shall retain ownership of all IPRs in the Deliverables, excluding the Client Materials;

9.1.2 Amodal grants the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this Agreement to copy and modify the Deliverables (excluding the Client Materials) for the purpose of receiving and using the Works and the Deliverables in its business; and

9.1.3 the Client shall not sub-license, assign or otherwise transfer the rights granted in **clause 9.1.2**.

9.2 In relation to the Common Data Environment, the Client:

- 9.2.1 and its licensors shall retain ownership of all IPRs in the Common Data Environment; and
- 9.2.2 grants to Amodal a fully paid-up, non-exclusive, royalty-free, non-transferable licence to access (including administrative access), use, copy and modify the Common Data Environment for the term of this Agreement for the purpose of providing the Works to the Client.
- 9.3 In relation to the Client Materials, the Client:
 - 9.3.1 and its licensors shall retain ownership of all IPRs in the Client Materials; and
 - 9.3.2 grants to Amodal a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of this Agreement for the purpose of providing the Works to the Client.
- 9.4 Amodal:
 - 9.4.1 warrants that the receipt and use of the Works and the Deliverables by the Client shall not infringe the rights, including any Intellectual Property Rights, of any third party;
 - 9.4.2 shall, subject to **clause 13.3**, indemnify the Client against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all other reasonable professional costs and expenses) suffered or incurred or paid by the Client arising out of or in connection with any claim brought against the Client for actual or alleged infringement of a third parties Intellectual Property Rights arising out of, or in connection with, the receipt, use of the Works and Deliverables;
 - 9.4.3 shall not be in breach of the warranty at **clause 9.4.1**, and the Client shall have no claim under the indemnity at **clause 9.4.2** to the extent the infringement arises from:
 - a) the use of the Common Data Environment and/or the Client Materials in the development of, or the inclusion of the Common Data Environment and/or Client Materials in, the Works or any Deliverable;
 - b) any modification of the Works or any Deliverable, other than by or on behalf of Amodal; or
 - c) compliance with the Client's specifications or instructions.
- 9.5 The Client:
 - 9.5.1 warrants that the receipt and use in the performance of this Agreement by Amodal, its agents, subcontractors or consultants of the Common Data Environment and the Client Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
 - 9.5.2 shall indemnify Amodal against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred or paid by Amodal arising out of or in connection with any claim brought against Amodal, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection

with, the receipt or use in the performance of this Agreement of the Common Data Environment and/or the Client Materials.

9.6 If either party (the “**Indemnifying Party**”) is required to indemnify the other party (the “**Indemnified Party**”) under this clause 10, the Indemnified Party shall:

9.6.1 notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at **clause 9.4.1** or **clause 9.5.2** (as applicable) (“**IPRs Claim**”);

9.6.2 allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;

9.6.3 provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and

9.6.4 not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

10 COMPLIANCE WITH LAWS AND POLICIES

10.1 11.1 In performing its obligations under this Agreement, Amodal shall comply with:

10.1.1 the Applicable Laws; and

10.1.2 the Mandatory Policies, provided that the Client shall give Amodal not less than three (3) months' notice of any change to such policies.

10.2 Changes to the Works required as a result of changes to the Applicable Laws or the Mandatory Policies shall be agreed via the change control procedure set out in **clause 7 (Change Control)**.

11 DATA PROTECTION

11.1 The Client shall not oblige Amodal to process personal data in connection with this Agreement or any Statement of Work. If Amodal does in fact process personal data in connection with this Agreement or any Statement of Work then this **clause 11 (Data Protection)** shall apply.

11.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This **clause 11 (Data Protection)** is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

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

11.4 The parties shall agree and set out the scope, nature and purpose of processing by Amodal, the duration of the processing and the types of personal data and categories of data subject in the Statement of Work.

- 11.5 Without prejudice to the generality of **clause 11.2**, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Amodal for the duration and purposes of this Agreement and any Statement of Work.
- 11.6 Without prejudice to the generality of **clause 11.2**, Amodal shall, in relation to any personal data processed in connection with the performance by Amodal of its obligations under this Agreement:
- 11.6.1 process that personal data only on the documented written instructions of the Client which are set out in the relevant Statement of Work, unless Amodal is required by Applicable Laws to otherwise process that personal data. Where Amodal is relying on the laws of a member of the European Union or European Union Law as the basis for processing personal data, Amodal shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Amodal from so notifying the Client;
 - 11.6.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 11.6.3 without prejudice to **clause 12 (Confidentiality)**, ensure that all personnel who have access to or process personal data are obliged to keep the personal data confidential; and
 - 11.6.4 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:
 - a) the Client or Amodal has provided appropriate safeguards in relation to the transfer;
 - b) the data subject has enforceable rights and effective legal remedies;
 - c) Amodal complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - d) Amodal complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data;
 - 11.6.5 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;
 - 11.6.6 notify the Client without undue delay on becoming aware of a personal data breach;

- 11.6.7 without prejudice to **clause 15 (Survival)**, at the written direction of the Client, delete or return personal data and copies to the Client on termination or expiry of the agreement unless required by Applicable Law to store the personal data; and
- 11.6.8 maintain complete and accurate records and information to demonstrate its compliance with this **clause 11 (Data Protection)** and allow for audits by the Client or the Client's designated auditor of such records and information and immediately inform the Client if, in the opinion of Amodal, an instruction infringes the Data Protection Legislation.
- 11.7 Without prejudice to **clause 17 (Assignment and Other Dealings)**, the Client consents to Amodal appointing a third party processor of personal data under this Agreement ("**Sub-Processor**") if:
 - 11.7.1 the Client is provided with an opportunity to object to the appointment of each Sub-Processor within ten (10) Business Days after Amodal supplies the Client with full details regarding such Sub-Processor; and
 - 11.7.2 Amodal enters into a written agreement with the Sub-Processor incorporating terms which are substantially similar to those set out in this **clause 11 (Data Protection)** and which Amodal undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation.
- 11.8 Those Sub-Processors approved as at the commencement of this Agreement are set out in **Schedule 7 (Sub-Processors)**.
- 11.9 As between the Client and Amodal, Amodal shall remain fully liable for all acts or omissions of any Sub-Processor appointed by it pursuant to this **clause 11 (Data Protection)**.
- 11.10 If the transitional period under the UK's withdrawal agreement expires before the European Commission has adopted an adequacy decision for the UK then:
 - 11.10.1 the parties hereby enter into the standard contractual clauses ("**SCCs**") in the EU Commission's decision 2010/87/EC annexed at **Schedule 5 (Standard Contractual Clauses)** and agree, where no other appropriate safeguard or exemption applies, that the personal data subject to this Agreement (and to which Chapter V of the General Data Protection Regulation ((EU) 2016/679) applies) will be transferred in accordance with the SCCs as of that date. The parties agree to use best endeavours to complete the annexes to the SCCs promptly and in any event within ten (10) Business Days for the purpose of giving full effect to the clauses. If there is any conflict between this Agreement and the SCCs, the terms of the SCCs shall apply.
- 11.11 Either party may, at any time on not less than thirty (30) days' notice, revise this **clause 11 (Data Protection)** 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 this Agreement).

12 CONFIDENTIALITY

- 12.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of two (2) years after termination or expiry of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by **clause 12.2.1**.
- 12.2 Each party may disclose the other party's confidential information:

- 12.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this **clause 12 (Confidentiality)**; and
- 12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 13 LIMITATION OF LIABILITY**
 - 13.1 **Scope of this clause.** References to liability in this **clause 13 (Limitation of Liability)** include every kind of liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
 - 13.2 **Liabilities which cannot legally be limited.** Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:
 - 13.2.1 death or personal injury caused by negligence;
 - 13.2.2 fraud or fraudulent misrepresentation.
 - 13.3 **Cap on Amodal's liability.** Subject to **clause 13.2**, Amodal's total liability to the Client shall not exceed £1,000,000 (One Million Pounds).
 - 13.4 **Specific heads of excluded loss.** Subject to **clause 13.2**, this **clause 13.4** specifies the types of losses that are excluded:
 - 13.4.1 loss of profits;
 - 13.4.2 loss of sales or business;
 - 13.4.3 loss of agreements or contracts;
 - 13.4.4 loss of anticipated savings;
 - 13.4.5 loss of use or corruption of software, data or information;
 - 13.4.6 loss of or damage to goodwill; and
 - 13.4.7 indirect or consequential loss.
 - 13.5 **Exclusion of statutory implied terms.** Amodal has given commitments as to compliance of the Works with relevant specifications in **clause 4 (Amodal's Responsibilities)**. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.
 - 13.6 **No liability for claims not notified within six (6) months.** Unless the Client notifies Amodal that it intends to make a claim in respect of an event within the notice period, Amodal shall have no liability for that event. The notice period for an event shall start on the day on which the Client became, or ought reasonably to have become, aware of the event having occurred and

shall expire six (6) months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

14 TERMINATION

14.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- 14.1.1 the other party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;
- 14.1.2 the other party repeatedly breaches any of the terms of this Agreement 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 this Agreement;
- 14.1.3 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 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
- 14.1.4 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 any of its creditors other than (being 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;
- 14.1.5 the other party applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;
- 14.1.6 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 the other party (being a company, limited liability partnership or partnership) 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;
- 14.1.7 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- 14.1.8 the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- 14.1.9 a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- 14.1.10 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 the other party's assets and such attachment or process is not discharged within fourteen (14) days;

- 14.1.11 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 14.1.3** to clause **14.1.10** (inclusive);
- 14.1.12 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- 14.1.13 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.
- 14.2 Without affecting any other right or remedy available to it, Amodal may terminate this Agreement with immediate effect by giving written notice to the Client if:
 - 14.2.1 the Client fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment; or
 - 14.2.2 there is a change of Control of the Client.

15 OBLIGATIONS ON TERMINATION AND SURVIVAL

15.1 Obligations on termination or expiry

15.2 On termination or expiry of this Agreement:

- 15.2.1 the Client shall immediately pay to Amodal all of Amodal's outstanding unpaid invoices and interest and, in respect of the Works supplied but for which no invoice has been submitted, Amodal may submit an invoice, which shall be payable immediately on receipt; and
- 15.2.2 Amodal shall on request return any of the Client Materials not used up in the provision of the Works.

15.3 Survival

- 15.3.1 On termination or expiry of this Agreement, all existing Statements at Work shall terminate automatically.
- 15.3.2 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 15.3.3 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

16 FORCE MAJEURE

16.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

- 16.1.1 acts of God, flood, drought, earthquake or other natural disaster;
- 16.1.2 epidemic or pandemic, including any event or circumstance arising out of or in connection with an outbreak of Coronavirus (2019-nCoV), whether within a party's

control or not, including any law or any action taken by a government or public authority in relation to such outbreak;

- 16.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - 16.1.4 nuclear, chemical or biological contamination or sonic boom;
 - 16.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
 - 16.1.6 collapse of buildings, fire, explosion or accident;
 - 16.1.7 any labour or trade dispute, strikes, industrial action or lockouts;
 - 16.1.8 non-performance by suppliers or subcontractors;
 - 16.1.9 interruption or failure of utility service; and
 - 16.1.10 any event or circumstance arising out of or in connection with the United Kingdom's withdrawal from the European Union.
- 16.2 Provided it has complied with **clause 16.4**, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event ("**Affected Party**"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 16.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 16.4 The Affected Party shall:
- 16.4.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than seven (7) days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
 - 16.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 16.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four (4) weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving four (4) weeks' written notice to the Affected Party.
- 16.6 Nothing in this **clause 16 (Force Majeure)** shall limit, suspend or delay the Client's payment obligations under this Agreement.

17 ASSIGNMENT AND OTHER DEALINGS

- 17.1 Unless with the prior approval in writing of Amodal, the Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement. Amodal shall not unreasonably refuse

a request for this Agreement to be novated by the Client to any new or replacement owner of the underlying property or asset the subject of the Works.

- 17.2 Amodal may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

18 VARIATION

- 18.1 Subject to **clause 7 (Change Control)**, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19 WAIVER

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

20 RIGHTS AND REMEDIES

- 20.1 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

21 SEVERANCE

- 21.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 21.2 If any provision or part-provision of this Agreement is deemed deleted under **clause 21.1** the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22 ENTIRE AGREEMENT

- 22.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 22.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

23 CONFLICT

- 23.1 If there is an inconsistency between any of the provisions of this Agreement and the provisions of the Schedules, the provisions of this Agreement shall prevail.

24 NO PARTNERSHIP OR AGENCY

24.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

24.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

25 THIRD PARTY RIGHTS

25.1 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

25.2 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

26 NOTICES

26.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:

26.1.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

26.1.2 sent by email to:

a) Amodal: [INSERT AMODAL EMAIL ADDRESS].

b) Client: [INSERT CLIENT EMAIL ADDRESS].

26.2 Any notice or communication shall be deemed to have been received:

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

26.2.2 if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting; or

26.2.3 if sent if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

26.3 This **clause 26** does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

27 COUNTERPARTS

27.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

27.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

28 DISPUTE RESOLUTION

28.1 The parties shall procure that the relevant managers shall meet and use their reasonable endeavours to resolve any Dispute. If the Dispute is not resolved between the managers within ten (10) Business Days of receipt of a written request from either party ("**Dispute Notice**"), the Dispute shall be referred to a senior executive from each of the parties. If the Dispute is not

resolved within ten (10) Business Days from the date of receipt of the Dispute Notice, either party may by written notice to the other refer the matter to the Managing Director of Amodal and the relevant director of the Client.

28.2 Save in relation to injunctive relief, neither party may commence any court proceedings in relation to any Dispute until it has attempted to settle the Dispute in accordance with **clause 28.1**.

28.3 If and to the extent that the parties do not resolve the Dispute or any related issue within twenty (20) Business Days of it being referred to the Managing Director of Amodal and the relevant director of the Client in accordance with **clause 28.1**, either party may commence court proceedings in respect of such unresolved Dispute or issue.

29 GOVERNING LAW

This Agreement and any Dispute shall be governed by and construed in accordance with the law of England and Wales.

30 JURISDICTION

30.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute.

30.2 Notwithstanding **clause 30.1** above, in the event that the Client's registered office and/or principal place of business is outside the United Kingdom, any Dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with those Rules. The seat of arbitration will be London and the language of the arbitration will be English.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by **Client / Sub Contractor**

Signature

Printed Name

Role

Date

Signed by **Amodal / endev-o**

Signature

Printed Name

Role

Date

Schedule 1**Available Services****1. Common Data Environment Management**

- a. Support
- b. Training
- c. Governance and Auditing
- d. Analytics and Reporting
- e. System Administration

2. Common Data Environment Enhancement

- a. Audit and Recommendations
- b. Alignment to Standards
- c. People Change Management
- d. Process Enhancement
- e. Technology Enhancement
- f. Technology Integration

3. Common Data Environment Procurement

- a. Business Requirements
- b. Case for Change
- c. Vendor Peer Reviews
- d. Vendor Recommendation
- e. Technology Implementation Plan
- f. People Change Management Approach

Schedule 2**Template Statement of Work**

[Introduction (to be completed for each Statement of Work)]: This is a Statement of Work in accordance with and subject to the terms of the Framework Agreement for Information Management Services entered into between **Amodal Limited**, a company incorporated in England and Wales (company number 12496962) whose registered office is at Victoria House, 88 The Causeway, Maldon, CM9 4LL (“**Amodal**”); and [] (“**Client**”) dated []

1. Works:

[LIST OUT ALL THE WORKS TO BE PROVIDED UNDER THIS STATEMENT OF WORK. THE WORKS SHOULD BE FROM THE LIST OF AVAILABLE SERVICES IN SCHEDULE 1].

2. Client's manager and Amodal's manager:

[LIST OUT THE RELEVANT INDIVIDUALS].

3. Start date and term:

[SPECIFY WHEN THE WORKS WILL COMMENCE, AND THE TERM OF THIS STATEMENT OF WORK].

4. Client Materials:

[LIST OUT THE CLIENT MATERIALS].

5. Client Equipment:

[LIST OUT THE CLIENT EQUIPMENT].

6. Timetable:

[SET OUT THE TIMETABLE FOR PERFORMING THE WORKS].

7. Milestones:

[SET OUT ANY MILESTONES FOR THE WORKS].

8. Deliverables:

[SET OUT ANY DELIVERABLES FOR THE WORKS].

9. Acceptance Criteria:

[SET OUT ANY CRITERIA FOR ACCEPTING THE DELIVERABLES OR THE MILESTONES].

10. SoW Charges:

[SET OUT THE CHARGES AND PAYMENT FOR THE WORKS].

11. Processing by Amodal

Categories of personal data to be processed:

[SET OUT DETAILS].

Categories of data subjects:

[SET OUT DETAILS].

Description of the nature and method of processing:

[SET OUT DETAILS].

Location of processing:

[SET OUT DETAILS].

Purpose of processing:

[SET OUT DETAILS].

Duration of processing (including storage of personal data):

[SET OUT DETAILS].

Signed by [INSERT NAME OF DIRECTOR] for and on behalf of **AMODAL LIMITED**

.....

Director

Dated:.....

Signed by [INSERT NAME OF DIRECTOR] for and on behalf of [INSERT NAME OF CLIENT]

.....

Director

Dated:.....

Schedule 3**Reference Charges and payment terms****Fixed price:**

[INSERT PRE-AGREED PRICES FOR PARTICULAR SERVICES OR METHOD OF CALCULATING FIXED PRICE]

Time and materials:

Daily rates:

[INSERT DAILY RATES FOR MEMBERS OF AMODAL'S TEAM]

Weekend/overtime rates:

[INSERT WEEKEND/OVERTIME RATES OF MEMBERS OF AMODAL'S TEAM]

Additional charges:

The following materials and services procured from third parties shall be invoiced to the Client in addition to the Charges:

[INSERT DETAILS OF THIRD PARTY MATERIALS AND SERVICES TO BE CHARGED IN ADDITION TO THE CHARGES]

Payment terms:

[INSERT PAYMENT TERMS FOR PARTICULAR SERVICES]

Schedule 4**Mandatory Policies**

The Mandatory Policies are:

- [Modern Slavery and Human Trafficking Policy].
- [Corporate and Social Responsibility Policy].
- [Data and Privacy Policy].
- [Ethics and Anti-Bribery Policy].
- [Expenses Policy].
- [Health and Safety Policy].
- [Security Policy].

Schedule 5

Standard Contractual Clauses

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation:

address:

tel:

fax:

e-mail:

Other information needed to identify the organisation

(the data exporter)

Name of the data importing organisation:

address:

tel:

fax:

e-mail:

Other information needed to identify the organisation

(the data importer)

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Annex ANNEX A.

1. Definitions

For the purposes of the Clauses:

- (a) **personal data, special categories of data, process/processing, controller, processor, data subject and supervisory authority** shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (1);
- (b) **the data exporter** means the controller who transfers the personal data;
- (c) **the data importer** means the processor who agrees to receive from the data exporter personal data intended for processing on its behalf after the transfer

in accordance with its instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

- (d) **the sub-processor** means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with its instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) **the applicable data protection law** means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) **technical and organisational security measures** means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

2. Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Annex ANNEX A which forms an integral part of the Clauses.

3. Third-party beneficiary clause

The data subject can enforce against the data exporter this clause 3, clause 4(b) to clause 4(j), clause 5(a) to clause 5(e) and clause 5(g) to clause 5(j), clause 6.1 and clause 6.2, clause 7, clause 8.2 and clause 9 to clause 12 as third-party beneficiary.

The data subject can enforce against the data importer this clause, clause 5(a) to clause 5(e) and clause 5(g), clause 6, clause 7, clause 8.2 and clause 9 to clause 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

- 3.1 The data subject can enforce against the sub-processor this clause 3.1, clause 5(a) to clause 5(e) and clause 5(g), clause 6, clause 7, clause 8.2, and clause 9 to clause 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such

third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

4. Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Annex ANNEX B to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any sub-processor pursuant to clause 5(b) and clause 8.3 to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Annex ANNEX B and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the

Clauses or the contract contain commercial information, in which case it may remove such commercial information;

- (i) that, in the event of sub-processing, the processing activity is carried out in accordance with clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subjects as the data importer under the Clauses; and
- (j) that it will ensure compliance with clause 4(a) to clause 4(i).

5. Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Annex ANNEX B before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - (ii) any accidental or unauthorised access; and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound

by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Annex ANNEX B which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the sub-processor will be carried out in accordance with clause 11; and
- (j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

6. Liability

6.1 The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in clause 3 or in clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

6.2 If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or its sub-processor of any of their obligations referred to in clause 3 or in clause 11 because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

6.3 If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in clause 3 or in clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce

its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

7. Mediation and jurisdiction

7.1 The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

- (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
- (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

7.2 The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

8. Cooperation with supervisory authorities

8.1 The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

8.2 The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

8.3 The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in clause 5(b).

9. Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely

10. Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clauses.

11. Sub-processing

- 11.1 The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.
- 11.2 The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
- 11.3 The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely
- 11.4 The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

12. Obligation after the termination of personal data processing services

- 12.1 The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
- 12.2 The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature

(Stamp of organisation)

On behalf of the data importer:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature

(Stamp of organisation)

ANNEX A to the Standard Contractual Clauses

This Annex forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Annex ANNEX A.

Data exporter

The data exporter is (please specify briefly
your activities relevant to the transfer):

Data importer

The data importer is (please specify briefly
your activities relevant to the transfer):

Data subjects

The personal data transferred concern the
following categories of data subjects (please
specify)

Categories of data

The personal data transferred concern the
following categories of data (please specify)

Special categories of data (if appropriate)

The personal data transferred concern the
following special categories of data (please
specify)

Processing operations

The personal data transferred will be subject
to the following basic processing activities
(please specify)

DATA EXPORTER

DATA IMPORTER

Name:.....

Name:.....

Authorised signature:.....

Authorised signature:.....

ANNEX B to the Standard Contractual Clauses

This Annex ANNEX B forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with clause 4(d) and clause 5(c) (or documents/legislation attached):

.....

Schedule 7

Sub-Processors

[INSERT NAMES AND DETAILS OF SUB-PROCESSORS]

Signed by [INSERT NAME OF DIRECTOR] for and on behalf of **AMODAL LIMITED**

.....

Director

Signed by [INSERT NAME OF DIRECTOR] for and on behalf of [INSERT NAME OF CLIENT]

.....

Director