

CROWDFUNDER LIMITED
LOCAL AUTHORITY TERMS AND CONDITIONS

1. INTERPRETATION

1.1 The following definitions apply in these terms and conditions (**Terms**):

Additional Fees: the fees due from the Authority to Crowdfunder for the Additional Services.

Additional Services: the additional services set out on the Purchase Order Form.

Applicant Project: a Project on Crowdfunder's Website which has applied to receive funds from the Match Fund.

Approved Project: An Applicant Project which has met the Project Criteria and has been approved by the Authority to receive funds from the Match Fund if it meets the Pledge Criteria.

Authorised Representatives: the persons respectively designated as such by the Authority and Crowdfunder, the first such persons are set out on the Purchase Order Form.

Authority: the local authority named on the Purchase Order Form.

Authority Materials: the Authority's materials, text, photographs, drawings, specifications and data identified on the Purchase Order Form, together with such other materials reasonably requested by Crowdfunder from time to time.

Authority's Premises: the Authority's main premises as set out on the Purchase Order Form.

Authority Trade Marks: the Authority's trade marks, trade names and logos as set out on the Purchase Order Form.

Backers: any user of Crowdfunder's Website who pledge funds in respect of a Project.

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

Campaign Page: the crowdfunding campaign page, formulated by Crowdfunder for the Authority, hosted on Crowdfunder's Website described in more detail in the Purchase Order Form.

Confidential Information: any information which has been designated as confidential by the disclosing party or that ought to be considered as confidential including all non-public information relating to the disclosing party's businesses, assets, operations, finances, analyses, forecasts or other documents or materials, as well as any other information which would or would be likely to prejudice the commercial interests of the disclosing party

Contract: the contract between the Authority and Crowdfunder for the supply of the Services incorporating the Purchase Order Form and these Terms.

Contract Date: the Contract Date on the Purchase Order Form.

Crowd Fund: the total fund raised by Backers via Crowdfunder's Website for each Project.

Crowdfunder IPRs: all Intellectual Property Rights subsisting in the Deliverables excluding any Authority Materials.

Crowdfunder Trade Marks: Crowdfunder's trade marks, trade names and logos as set out on the Purchase Order Form.

Crowdfunder's Website: The website www.crowdfunder.co.uk and all other websites in the Crowdfunder family of websites and the services provided through them (collectively, "Crowdfunder.co.uk").

Dashboard: the online software system developed and owned by Crowdfunder which can be used by the Authority to view projects and communicate with Project Owners as described on the Purchase Order Form.

Data Processor: shall have the same meaning as 'processor' under the GDPR.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the United Kingdom including the General Data Protection Regulation ((EU) 2016/679) (**GDPR**); 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 No. 2426) as amended.

Deliverables: all documents, products and materials developed by Crowdfunder or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation, computer programs, data, reports and specifications (including drafts).

EWallet: EWallets which can be set up by the Authority and Approved Projects to enable payments to be made by the Authority which will be held in its EWallet and then distributed to Approved Project's EWallets upon meeting the Pledge Criteria.

EWallet Payment Provider: An appropriately authorised third party which provides an EWallet service or similar which holds the Match Fund separately .

EIRs: the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

Fees: the total fees payable by the Authority to Crowdfunder in respect of the Services, which shall include the Services Fee and the Additional Fees (if any).

FOIA: the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Indicative Criteria: As set out in Schedule 3

Information: has the meaning given under section 84 of FOIA.

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

Mandatory Policies: the Authority's policies identified on and annexed to the Purchase Order Form.

Match Fund: the potential funds made available by the Authority to Projects on Crowdfunder's website, the total value of which is set out on the Purchase Order Form.

Match Fund Terms and Conditions: The Match Fund terms and conditions which apply to Applicant Projects in addition to the Terms and Conditions of Use.

Pledge Criteria: the conditions set by the Authority (as amended from time to time in consultation with Crowdfunder) based on the Indicative Criteria.

Project: a fundraising project on Crowdfunder's website.

Project Criteria: the criteria set by the Authority (as amended from time to time on consultation with Crowdfunder) based on the Indicative Criteria.

Project End Date: the date set by the Project Owner on which their Project will close.

Project Fees: the amount charged to the Project on the Total Fund raised.

Project Owner: the individual, firm, company or unincorporated entity who is aiming to raise funds in relation to a Project.

Purchase Order Form: the order form issued by Crowdfunder to the Authority.

Request for Information: a request for information or an apparent request under the FOIA or the EIRs.

Services: the Standard Services and the Additional Services.

Services Fee: the fees due from the Authority to Crowdfunder for the Standard Services as set out on the Purchase Order Form.

Services Start Date: the start date for the Services as set out on the Purchase Order Form. This is not the same as the fund launch date which will usually be later than the Services Start Date.

Shared Personal Data: the personal data to be shared between the parties under this Contract as detailed in Annex A.

Standard Services: the standard services, including without limitation any Deliverables, to be provided by Crowdfunder as set out on the Purchase Order Form.

Term: the term set out in the Purchase Order Form.

Terms and Conditions of Use: Crowdfunder's standard terms and conditions of use which are displayed on Crowdfunder's Website <https://www.crowdfunder.co.uk/terms-conditions>.

Total Fund: the Crowd Fund and the Match Fund.

1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it 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.
- (b) 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.
- (c) A reference to **writing** or **written** includes email.
- (d) In the event of a conflict between these Local Authority Terms and Conditions, the Purchase Order Form and the Terms and Conditions of Use, the terms in the Purchase

Order Form shall take precedence, followed by these Local Authority Terms and Conditions followed by the Terms and Conditions of Use.

2. COMMENCEMENT AND TERM

This Contract shall commence on the Contract Date and shall continue until the expiration of the Term as set out in the Purchase Order Form or until terminated earlier in accordance with clauses 14.1, 14.2 or 14.3.

3. SERVICE STANDARDS

3.1 During the Term Crowdfunder shall perform the Services and shall:

- (a) procure the services of EWallet Payment Provider for the purposes of providing a facility to distribute the Match Fund;
- (b) grant the Authority a licence to use the Dashboard;
- (c) co-operate with the Authority in all matters relating to the Services;
- (d) perform the Services with reasonable care and skill;
- (e) ensure that the Services are performed by personnel who shall be suitably skilled, experienced and qualified to carry out the Services;
- (f) comply with the Mandatory Policies;
- (g) act in accordance with all applicable laws, statutes, regulations and codes from time to time in force;
- (h) ensure that it has not, and shall not, commit any offence under the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010;
- (i) comply with all monitoring requirements regarding the prevention of money-laundering and the financing of terrorism that apply to Crowdfunder;
- (j) use reasonable endeavours to identify additional funding sources and inform the Authority of any such additional funding sources; and
- (k) distribute any Match Funds in accordance with the Authority's written instructions received from time to time.

4. AUTHORITY'S OBLIGATIONS

4.1 The Authority shall:

- (a) prior to the launch of the Match Fund, the Authority shall finalise the Project Criteria and the Pledge Criteria based on the Indicative Criteria taking into account the advice from Crowdfunder provided as part of the Services.; The Authority acknowledges the Purchase Order Form and Fees are based on the Indicative Criteria and that if the Authority requires a significant change which impact the costs and/or deliverability, it must therefore be agreed between the parties acting reasonably.
- (b) set up an EWallet into which the Match Funds will be paid by agreeing to the terms of the EWallet Payment Provider set out at [Stripe FA for Platforms Accountholder Services Terms \(UK\)](#).
- (c) deposit the Match Funds in the EWallet prior to the launch of the Match Fund unless otherwise specified in the Purchase Order Form.
- (d) Authorise Crowdfunder to review and determine (i.e. approve or reject) Applicant Projects for the Match Fund based on the Project Criteria and to pledge the Match Funds in respect of Approved Projects which meet the Project Criteria.
- (e) pledge the Match Funds in respect of each Approved Project which meets the Pledge Criteria.
- (f) not approve an Applicant Project if the total amount pledged but not distributed to Approved Projects will exceed the balance in the Authority's EWallet. In the event of an exceedance, Crowdfunder will not apply further pledges to Approved Projects.
- (g) co-operate with Crowdfunder in all matters relating to the Services. Such co-operation shall include:
 - (i) promptly reviewing and determining (i.e. approving or rejecting) applications from Applicant Projects for the Match Fund in the Dashboard;
 - (ii) promptly reviewing and determining (i.e. approving or rejecting) applications from Applicant Projects for the Match Fund which are referred by Crowdfunder to the Authority as being "borderline" in terms of compliance with the Pledge Criteria
 - (iii) promptly reviewing and responding to communications from Project Owners sent via the Dashboard, or directly to the Authority through any other means;
 - (iii) assisting Crowdfunder to connect with leading local authority and community figures and commercial partners with a view to increasing the number of projects uploaded onto Crowdfunder's Website;

- (iv) assisting Crowdfunder to promote the Campaign Page through social media platforms, emails, printed materials and events and marketing support as appropriate;
 - (v) introducing Crowdfunder to third party promoters and additional funding and support where appropriate;
 - (vi) introducing Crowdfunder to other fund holders where appropriate.
 - (h) provide, for Crowdfunder, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Authority's data which the parties have agreed is necessary in order for Crowdfunder to perform the Services;
 - (i) provide Crowdfunder with electronic copies of the Authority Materials and Authority Trade Marks;
 - (j) provide, in a timely manner, such further information as Crowdfunder may reasonably require, and ensure that it is accurate in all material respects;
 - (k) pay the Fees in accordance with clause 8;
 - (l) comply with all monitoring requirements regarding the prevention of money-laundering and the financing of terrorism that apply to the Authority;
 - (m) at all times comply with the dashboard end user licence terms as set out on the Purchase Order Form and any other non-material changes reasonably imposed by Crowdfunder from time to time and notified to the Authority in writing. The Authority acknowledges that the Dashboard will automatically capture and alert the Authority, and Crowdfunder, to each Project; and
 - (n) perform any obligations assigned to the Authority in the Purchase Order Form.
- 4.2 If Crowdfunder's performance of its obligations under this Contract is prevented or delayed by any act or omission of the Authority, its agents, subcontractors, consultants or employees, Crowdfunder shall:
- (a) not be liable for any costs, charges or losses sustained or incurred by the Authority that arise directly or indirectly from such prevention or delay;
 - (b) be entitled to payment of the Fees despite any such prevention or delay; and
 - (c) be entitled to recover any additional costs, charges or losses Crowdfunder sustains or incurs that arise directly or indirectly from such prevention or delay.

5. REPORTING

- 5.1 Crowdfunder shall provide reports to the Authority as set out on the Purchase Order Form.

6. AUDIT

- 6.1 During the Term, the Authority may conduct an audit for the purpose of reviewing the performance of the Services by Crowdfunder.
- 6.2 The Authority shall only exercise its right of audit on one occasion in any 12 month period during the Term unless for regulatory reasons or if the Authority reasonably suspected a breach of the contract by Crowdfunder when this will not apply .
- 6.3 The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt Crowdfunder or delay the provision of the Services.
- 6.4 Subject to the Authority's obligations of confidentiality, Crowdfunder shall on demand provide the Authority and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit.
- 6.5 The Authority shall provide at least 15 Business Days prior written notice of its or, where possible, a regulatory body's intention to conduct an audit.
- 6.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.

7. INTELLECTUAL PROPERTY

- 7.1 Crowdfunder and its licensors shall retain ownership of the Intellectual Property Rights in all Crowdfunder IPRs. The Authority and its licensors shall retain ownership of all Intellectual Property Rights in the Authority Materials and the Authority Trade Marks and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Authority Materials.
- 7.2 Crowdfunder grants the Authority a worldwide, non-exclusive, royalty-free, non-transferable licence to use Crowdfunder IPRs and Crowdfunder Trade Marks for the purpose of utilising the Services and the Deliverables during the Term.
- 7.3 The Authority grants Crowdfunder a worldwide, non-exclusive, royalty-free, non-transferable licence to use the Authority Materials and the Authority Trade Marks for the purpose of providing the Services during the Term.
- 7.4 The Authority shall keep Crowdfunder indemnified in full against any sums awarded by a court against Crowdfunder as a result of or in connection with any claim brought against Crowdfunder

for infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt or use of the Authority Materials by Crowdfunder.

- 7.5 Each party (Party A) shall keep the other party (Party B) indemnified in full against any sums awarded by a court against Party B as a result of or in connection with any claim brought against Party B for infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with clauses 7.2 and 7.3 respectively.

8. FEES

- 8.1 In consideration for the provision of the Services, the Authority shall pay Crowdfunder the Fees in accordance with this clause 8.
- 8.2 **Services Fee.** Crowdfunder shall invoice the Authority for the Services Fee and any other fees specified on the Purchase Order Form (other than Additional Fees and Project Fees which are covered in clause 8.3 and 8.4 at the frequency set out in the Purchase Order Form.
- 8.3 **Project Fees.** The Authority acknowledges that Crowdfunder shall charge each Project the Project Fees as set out here <https://www.crowdfunder.co.uk/fees> unless otherwise stated in the Purchase Order Form. The Project Fees will be deducted prior to payment to the Project under clause 9.4.
- 8.4 **Additional Fees.** Following the performance of the Additional Services, Crowdfunder shall submit to the Authority an invoice for any Additional Fees, together with any supporting documents that are reasonably necessary to check the invoice.
- 8.5 The Authority shall make all payments electronically to the bank account nominated in writing by Crowdfunder from time to time.
- 8.6 The Authority shall pay each invoice submitted to it by Crowdfunder, in full and in cleared funds, within 30 days of the date of the invoice.
- 8.7 All fees due under this Contract are exclusive of VAT, which shall, where applicable, be paid by the Authority at the prevailing rate on the due date for payment or receipt of the relevant invoice from Crowdfunder (as may be).
- 8.8 If the Authority fails to make any payment due to Crowdfunder under this Contract by the due date for payment, then, without limiting Crowdfunder's remedies under clause 11:
- (a) interest shall be payable on the overdue amount in accordance with the rate set out in Late Payment of Commercial Debts (Interest) Act 1998; and
 - (b) Crowdfunder may suspend all Services until payment has been made in full.
- 8.9 All amounts due under this Contract shall be paid by the Authority to Crowdfunder in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 8.10 Crowdfunder may set off any amount owed by the Authority to Crowdfunder against any amount due to the Authority under this Contract or under any other agreement between the Authority and Crowdfunder. Any exercise by Crowdfunder of its rights under this clause 8.10 shall not limit or affect any other rights or remedies available to it under this Contract or otherwise.

9. FUND ADMINISTRATION

- 9.1 The Authority acknowledges that Crowdfunder will promote the Campaign Page and each Project in order to encourage Backers to pledge funds via Crowdfunder's Website.
- 9.2 The Authority agrees that Crowdfunder may remove or suspend Pledges or Projects at its sole discretion where those Pledges or Projects breach the Terms and Conditions of Use, the Project Criteria, the Pledge Criteria or the Match Fund Terms and Conditions.
- 9.3 In the absence of sufficient details about the purpose or nature of transactions and funding, Crowdfunder may (at its sole discretion) stop or postpone a Backer's ability to pledge funds in respect of a Project.
- 9.4 The Authority authorises Crowdfunder to manage the payout of Match Funds from the Authority's EWallet in accordance with this agreement. Following a Project End Date, Crowdfunder shall instruct the EWallet Payment Provider to distribute a Match Fund pledge from the Authority's EWallet to an Approved Project's EWallet if the Approved Project has met the Pledge Criteria unless otherwise directed by the Authority. The balance of the Total Fund shall be transferred to the Approved Project in accordance with the procedures set out in the Terms and Conditions of Use.
- 9.5 If this Contract is terminated, or the Match Fund is closed, and funds remain in the Authority's EWallet (**Residual Funds**), Crowdfunder shall seek to work with the Authority to return the Residual Funds to the Authority.

9.6 If Residual Funds still remain in the Authority's EWallet after 6 months, Crowdfunder shall donate the Residual Funds to projects fundraising on the Crowdfunder platform. Where possible, the Residual Funds will be donated to projects which align with the Match Fund's eligibility criteria. For the avoidance of doubt, the Residual Funds will not be donated in the name of the Authority

10. LIMITATION OF LIABILITY

10.1 Nothing in this Contract shall limit or exclude either party's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded by applicable law.

10.2 Subject to clause 10.1, neither party shall be liable to the other party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Contract for loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; and any indirect or consequential loss.

10.3 Subject to clause 10.1, Crowdfunder's total liability to the Authority, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Contract shall be limited to the total Fees paid by the Authority to Crowdfunder under this Contract.

11. FREEDOM OF INFORMATION

11.1 Crowdfunder acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. Crowdfunder shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Authority all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within 2 Business Days of receipt;
- (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request For Information which is in its possession or control within 5 Business Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

12. DATA PROTECTION

12.1 The following definitions apply in this clause 12:

Agreed Purposes: the purpose of:

- performance by each party of its obligation under this Contract;
- assessing whether an Applicant Project is eligible for the Match Fund;
- assessing the progress of the relevant Applicant Project or Approved Project;
- assessing the effectiveness and performance of the Match Fund and the Services;
- providing funding services on Crowdfunder's Website;
- carrying out the know your customer checks with Crowdfunder's payment providers (Mangopay SA and Stripe, Inc.); and
- detecting and preventing fraud.

Controller, data controller, data subject, personal data, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation in force at the time.

12.2 The provisions which follow set out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes. Each party shall:

- (a) ensure that it has a valid lawful basis under the Data Protection Legislation, including providing adequate transparency information to data subjects, to enable lawful transfer of the Shared Personal Data to the Data Recipient for the Agreed Purposes;
- (b) process the Shared Personal Data only for the Agreed Purposes;
- (c) ensure that it has in place appropriate technical and organisational measures to ensure a level of security appropriate to the risk (taking into account the nature, scope, context and purposes of processing personal data), including from unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and

- (d) not transfer any personal data outside of the United Kingdom and European Economic Area (**EEA**) unless the prior written consent of the data subject has been obtained, or such jurisdiction has been deemed adequate by the relevant regulator under the UK GDPR, or appropriate safeguards have been put in place in accordance with the Data Protection Legislation.
- 12.3 Each party shall comply with all their obligations under the Data Protection Legislation which arises in connection with this Contract.
- 12.4 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
- (a) notwithstanding paragraph (c) below, assist the other party, at the cost of the other party, in fulfilling its obligations to respond to requests for exercising data subjects rights under the Data Protection Legislation, including by implementing appropriate technical and organisational measures to enable such assistance;
 - (b) be responsible for dealing with its own subject access requests or Data Protection Legislation related complaints from data subjects in relation to the Shared Personal Data it holds;
 - (c) without undue delay disclose to the other party any identified personal data breach involving the unauthorised access of Shared Personal Data by a third party and/or all enquiries from a Regulator that the party receives which relate to the processing of Shared Personal Data; provided, that nothing in this Contract shall preclude or limit the other party's ability to comply with its obligations under applicable law, including Data Protection Legislation, to notify a third party such as a Regulator in the event of a personal data breach at its sole discretion;
 - (d) maintain complete and accurate records and information to demonstrate its compliance with this clause 12.4; and
 - (e) use the below contact details of a point of contact for all issues arising out of the Data Protection Legislation:
- Authority: The Authority's Authorised Representative (or such other point of contact notified to Crowdfunder.
Crowdfunder: compliance@crowdfunder.co.uk
- 12.5 Notwithstanding the general obligation in clause 12.3, where a party is processing Shared Personal Data as a Data Processor for the other party the relevant part of Annex A sets out the scope, nature and purpose of processing by that party, the duration of the processing and the types of Shared Personal Data and categories of Data Subject (as defined in the Data Protection Legislation).
- 12.6 Without prejudice to the generality of clause 12.3, each party shall when processing any Shared Personal Data as a Data processor (the "Processing Party") for the other party (the "Controlling Party"):
- (a) comply with the Data Protection Legislation in respect of such personal data;
 - (b) inform the Controlling Party if there is a legal requirement that prevents the processing;
 - (c) process that personal data only to the extent, and in such a manner as is necessary in accordance with the Controlling Party's written instructions (including the instructions set out in this Contract) and shall not process the personal data for any other purpose;
 - (d) taking into account the state of technical development and the nature of the processing, ensure that it has in place appropriate technical and organisational measures to protect against accidental, unauthorised or unlawful processing of personal data or accidental loss, damage or destruction;
 - (e) not transfer any personal data outside of the United Kingdom and EEA unless the prior written consent of the data subject has been obtained, or such jurisdiction has been deemed adequate by the relevant regulator under GDPR or appropriate safeguards have been put in place in accordance with Data Protection Legislation;
 - (f) promptly notify the Controlling Party in the event of a personal data breach in respect of such personal data as soon as reasonably practicable following the personal data breach, and provide the Controlling Party with as much detail as possible, of such personal data breach;

- (g) not make any copies of such personal data except as may be necessary to process such personal data in accordance with the instructions of the Controlling Party including (without limitation) to carry out any backups of such personal data;
- (h) promptly notify the Controlling Party of:
 - (i) any legally binding request for disclosure of such personal data by a law enforcement authority unless otherwise prohibited from doing so by applicable laws;
 - (ii) any request received in respect of such personal data directly from a data subject which should have been made to the Controlling Party; and
 - (iii) any complaint, communication or request relating to the Controlling Party;
- (i) delete such personal data within 30 days of the termination or expiry of this Contract;
- (j) provide all assistance reasonably requested by the Controlling Party in respect of compliance with GDPR Chapter III and Articles 32-36;
- (k) only authorise a third party or sub-contractor to process the personal data:
 - (i) subject to the Data Discloser's prior written consent where the Processing Party has provided the Controlling Party with full details of such sub-contractor and a description of the processing to be sub-contracted;
 - (ii) provided that obligations equivalent to the obligations set out in this Contract are included in all contracts between the Processing Party and sub-contractors who will be processing personal data; and
- (l) comply with any additional measures laid out in the applicable section of Annex A.

12.7 In the event that Crowdfunder acts as processor in accordance with 12.6, the Authority consents to Crowdfunder appointing third party software suppliers as third-party processors of personal data under this Contract. Crowdfunder 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 and will ensure they include appropriate safeguards which meet the requirements of clause 12.6 above. As between the Authority and Crowdfunder, Crowdfunder shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 12.7.

13. DISPUTE RESOLUTION

13.1 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;
- (b) if the Authorised Representatives are for any reason unable to resolve the Dispute within 30 Business Days of service of the Dispute Notice, the Dispute shall be referred to the parties' senior executive who shall attempt in good faith to resolve it; and
- (c) if the parties' senior executives are for any reason unable to resolve the Dispute within 30 Business Days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 60 Business Days after the date of the ADR notice.

13.2 The commencement of mediation shall not prevent the parties commencing or continuing proceedings in relation to the Dispute under clause 16.11 which clause shall apply at all times.

13.3 If the Dispute is not resolved within 90 Business Days after service of the ADR notice, either party fails to participate or ceases to participate in the mediation before the expiry of 90 Business Days period, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 16.11.

14. TERMINATION

14.1 Without affecting any other right or remedy available to it, either party to this Contract may terminate it with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so.

- 14.2 Without affecting any other right or remedy available to it, Crowdfunder may terminate the Contract with immediate effect by giving written notice to the Authority if the Authority fails to pay any amount due under this Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.
- 14.3 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if the other party:
- (a) takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - (b) suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (c) if any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply.
- 14.4 On termination of this Contract for whatever reason:
- (a) the Authority's licence to use the Dashboard, Crowdfunder IPRs and Crowdfunder Trade Mark shall immediately cease;
 - (b) each party shall return the other party's Confidential Information as soon as reasonably practicable or destroy at the request of the disclosing party all documents and other material and copies (save those required for corporate governance) in its possession custody or control which bear or incorporate any part of the Confidential Information disclosed by the disclosing party;
 - (c) Crowdfunder will cease using the Authority Materials, Authority Trade Marks and Shared Personal Data shared by the Authority specified in Annex A, Section 2 "Shared by the Authority and processed by Crowdfunder as Controller";
 - (d) Crowdfunder shall return all such Authority Materials or destroy same at the request of the Authority;
 - (e) the Authority shall immediately pay to Crowdfunder all of Crowdfunder's outstanding unpaid invoices and accrued interest properly due and payable under the terms of this agreement and, in respect of Services supplied up to the date of termination but for which no invoice has yet been submitted, Crowdfunder may submit an invoice for those Services, which shall be payable within 30 days of receipt;
- 14.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination and any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

15. ANNOUNCEMENTS

No party shall make, or permit any person to make, any public announcement, communication or circular (**announcement**) concerning this Contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed) except that:

- (a) Crowdfunder may publicise the fact that it developed the Campaign Page for the Authority; and
- (b) either party may make an announcement which is required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange), or by any court, tribunal or other authority of competent jurisdiction, always provided that the party required to make the announcement shall promptly notify the other party. The party making the announcement shall make all reasonable attempts to agree the contents of the announcement before making it.

16. GENERAL

- 16.1 **Non-solicitation.** Neither party shall (except with the prior written consent of the other) during the term of this Contract, and for a period of one year thereafter, solicit the services of any director or employee of the other party who have been engaged in the provision of the Services or the management of this Contract or any significant part thereof either as principal, agent, employee, independent contractor or in any other form of employment or engagement other than by means of an open national advertising campaign and not specifically targeted at such staff of the other party.

16.2 **Assignment and other dealings.** Neither party shall assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract without the other party's prior written consent not to be unreasonably withheld.

16.3 **Confidentiality.**

- (a) Subject to clause 16.3(b), the parties shall keep confidential all matters relating to this Contract and shall use all reasonable endeavours to prevent their employees, officers, representatives, agents, members, partners, contractors, subcontractors or professional advisers (including lawyers, attorneys, accountants, consultants, advisers) (Representatives) from making any disclosure to any person of any matters relating hereto.
- (b) Each party may disclose the other party's Confidential Information:
 - (i) to its Representatives who need to know such information for the purposes of carrying out the party's obligations under this Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 16.3;
 - (ii) where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 16.3(a) by the receiving party;
 - (iii) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
 - (iv) as may be required by law, a court of competent jurisdiction or any governmental body or regulatory authority or by the rules of a recognised Stock Exchange; and
 - (v) as may be required by law, a court of competent jurisdiction or any governmental or regulatory Authority, provided that clause 11 shall apply to any disclosures required under FOIA or the EIRs.
- (c) No party shall use the other party's Confidential Information for any purpose other than to perform its obligations under this Contract.

16.4 **Entire agreement.**

- (a) This Contract, and the documents referred to in it (including the Terms and Conditions of Use), 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.
- (b) 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 Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

16.5 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.6 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy or prevent or restrict the further exercise of that or any other right or remedy.

16.7 **Severance.** If any provision or part-provision of this 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 this Contract.

16.8 **Notices.**

- (a) Any notice or other communication given to a party under or in connection with this Contract shall be in writing, marked for the attention of the party's Authorised Representative and addressed to that party at its address set out on the Purchase Order Form 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, or sent by pre-paid first class post or other next working day delivery service, commercial courier, 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 16.8(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 email, one Business Day after transmission, provided that no "undelivered" receipt is received.

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

16.9 **Status.** Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party

16.10 **Third party rights.** No one other than a party to this Contract shall have any right to enforce any of its terms.

16.11 **Governing law and Jurisdiction.** This Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

Annex A

DATA PROCESSING DETAILS

Part 1 – Data Shared on a Controller-to-Controller basis

1. Shared by Crowdfunder and processed by the Authority as Controller

1.1 Nature and Purpose of processing

The Authority may process personal data for the Agreed Purposes.

1.2 Subject matter and duration of the processing

The subject matter of the processing is the personal data shared by Crowdfunder to the Authority regarding Project Owners for the purposes of the Match Fund, including approving Projects, profiling and fraud prevention. Data about Backers for the purposes of fraud prevention

The duration of the processing is for the duration specified in the Authority's applicable data retention policy.

1.3 Types of personal data

Project owners

- User name
- Name
- Email address
- Telephone number
- Postal address
- Email address
- Other information shared by the Project owner in their applications for Match Funding

Backers (on a case-by-case basis):

- User name
- Email address
- Name
- Home address
- Phone number
- IP address

1.4 Categories of data subject

Project Owners and Backers

2. Shared by the Authority and processed by Crowdfunder as Controller

[None]

Part 2 – Data Shared on a Data Controller-Data processor basis

[None]