

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the “**Agreement**”) is made and entered into upon the [DATE] (the “**Effective Date**”);

BETWEEN:

1. [COMPANY NAME], a private company limited by shares incorporated in England with registration number [REGISTRATION NUMBER] and registered office [ADDRESS] (the “**Client**”); and
2. **THISCOVERY Ltd**, a private company limited by shares incorporated in England with registration number 14506058 and registered office Burnham House, Splash Lane, Wyton, England, PE28 2AF (the “**Supplier**”).

The above named shall collectively be known as “**Parties**”, and each a “**Party**”.

WHEREAS:

- (A) The Supplier is experienced in supporting the delivery of collaboration, innovation and improvement projects via its online platform, Thiscovery.
- (B) The Parties wish to enter into an arrangement with each other, for the provision of Services (defined below) by the Supplier to the Client, on the terms and conditions of this Agreement.

IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement (including the Recitals and the Schedules), except to the extent that the context otherwise requires, the following terms shall have the meanings set forth below:

“**Background Intellectual Property Rights**” means, as applicable, the Client Rights and the Supplier Rights;

“**Business Day**” means a day (other than a Saturday or Sunday) on which banks are generally open in England for the transaction of normal banking business;

“**Client Rights**” means all Intellectual Property Rights owned by, accrued, vested in or controlled by the Client immediately prior to Project Commencement Date, including for the avoidance of doubt the Intellectual Property Rights in any material licensed to the Supplier by a third party;

“**Confidential Information**” means all trade secrets, confidential or sensitive information or knowledge and know-how and all other information and/or data of a proprietary nature (in whatever form that may take including written form, electronically stored information, drawings, specifications, code, samples, prototypes and whether or not imparted in confidence or otherwise) including the confidential financial, business trade, customer, service provider, supplier, product and product development plans, actual or future product offerings, Intellectual Property Rights, transaction, system and processing information and data of the relevant Party;

“**Control**” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a company or corporation, whether through the ownership of voting securities, by contract, or otherwise and derivative terms thereof (including “**Controlling**”, “**Controlled by**” and “**under common Control with**”) shall also bear such meaning as aforesaid. In addition, and for the purpose of this definition, the holding of an interest of more than fifty (50) per cent of the equity share capital of the relevant corporation shall also be deemed to be “**Control**” of the corporation;

“**Deliverables**” means those deliverables to be delivered to the Client by the Supplier in the course of or otherwise pursuant to the Services, as set out more particularly in a Project Schedule, together with such other deliverables as the Parties might from time to time agree in writing between them;

“Event of Force Majeure” means Acts of God, explosions, war or threat of war, terrorism or threat of terrorism, actions of the armed forces or government agencies pursuant to war, terrorism or threats thereof, fire, flood, adverse weather conditions, labour disputes, strikes, lockouts or other industrial actions (save for those labour disputes, strikes, lockouts or industrial action of a Party’s own employees, workers or sub-contractors), shortage of materials or services, detention or holding of goods by any customs authorities or any national or international airworthiness authority, riots or civil commotion, sabotage, earthquakes and natural disasters, acts, omissions, restrictions, regulations, prohibitions or measures of any governmental, parliamentary or local authority, which in all instances are outside of a Party’s control;

“Fees” means the amounts payable by the Client to the Supplier for the Services, as set out more particularly in the relevant Project Schedule signed by the Parties;

“Group” in respect of any undertaking, means that undertaking, any holding company of such undertaking from time to time and any subsidiary of any of the foregoing from time to time and **“member of its Group”** shall be construed accordingly;

“Intellectual Property Rights” means all patents, trademarks, trade names, service marks, service names, business names, rights in logos, rights in get-up, trade names, internet domain names, rights in designs, software, copyright (including rights in computer software) and moral rights, database rights, domain names, semi-conductor topography rights, utility models and utility marks, processes, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, and all rights or forms of protection having equivalent or similar effect anywhere in the world (and registered includes registrations and applications for registration), including all renewals and extensions of such rights or applications and whether existing, vested contingent or in the future;

“Milestone” means, in respect of a Deliverable or Service, a date for delivery of such Deliverable or Service (as the case may be) as more particularly set out in the relevant Project Schedule;

“Project” means a project as agreed in writing between the Parties under which certain Services are to be provided by the Supplier to Client, as set out more particularly in a Project Schedule;

“Project Commencement Date” shall mean the date upon which a Project shall commence, as set out in the relevant Project Schedule;

“Project Schedule” means a document entered into between the Parties which sets out: (a) the Services and Deliverables; (b) Milestones (if any); and (c) the applicable Fees and related payment dates, as agreed from time to time between the Parties and substantially in the form of the template Project Schedule attached at Schedule 1;

“Quote” means a written statement detailing the expected cost(s) to the Client for the specific Services, Milestones or Deliverables as set out therein;

“Services” means the services to be supplied by the Supplier to the Client pursuant to this Agreement and each Project Schedule from time to time;

“Specification” means the written technical description for the Deliverables, as set out more particularly in the Project Schedule; and

“Supplier Rights” means all Intellectual Property Rights owned, accrued, vested in or controlled by the Supplier immediately prior to Project Commencement Date, including for the avoidance of doubt the Intellectual Property Rights in any material licensed to the Supplier by a third party.

1.2 In this Agreement, unless the context otherwise requires:

- (a) references to Recitals and Schedules are to be construed as references to the recitals and schedules to this Agreement and references to this Agreement include its Schedules;
- (b) words importing the singular include the plural and vice versa, words importing a gender include every gender;

- (c) references to a “**person**” shall be construed as including references to a natural person or individual, firm, issuer, corporation, unincorporated body of persons or any government or state or any agency thereof and that person’s personal representatives, successors and permitted assigns;
 - (d) any reference to a statutory provision shall include such provision, subordinate provisions and any regulations made in pursuance thereof as from time to time modified or re-enacted;
 - (e) references to a “**party**” includes that party’s personal representatives, successors and permitted assigns;
 - (f) “**writing**” or “**written**” includes any method of reproducing words in a legible and non-transitory form (including, for the avoidance of doubt, email);
 - (g) any words that follow “**include**”, “**includes**”, “**including**”, “**in particular**” shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
 - (h) references to a “**company**” includes any company, corporation or other body corporate, wherever and however incorporated or established; and
 - (i) headings are for convenience of reference only and shall not affect the interpretation of this Agreement.
- 1.3 Any Project Schedules which are expressed to be entered into pursuant to this Agreement and which are signed by the Parties shall be part of the Agreement.
- 1.4 As between this Agreement and any Project Schedule, this Agreement shall prevail in the event of any conflict, except where:
- (a) any provision in a Project Schedule is expressly stated to vary or amend this Agreement (in which case the variation in a Project Schedule to this Agreement shall operate only in relation to such Project Schedule); or
 - (b) this Agreement expressly contemplated in relation to such provision that the Project Schedule may provide otherwise.

2. **Term**

This Agreement shall take effect on the Effective Date and shall continue to be in force until terminated in accordance with the provisions of clause 10.

3. **Services**

- 3.1 The Supplier agrees to provide Services to the Client in exchange for Fees and in accordance with the terms and conditions of this Agreement.
- 3.2 The Supplier will in addition to its other obligations set out herein:
- (b) provide the Services, deliver the Deliverables and achieve the Milestones pursuant to the Project Schedule; and
- 3.3 The Services, Deliverables, Milestones (if any) and Fees shall be determined as follows:
- (a) If the Client desires specific services, it will notify the Supplier in writing, setting out:
 - (i) a brief description of the desired services;
 - (ii) the applicable timeframe for delivery of such desired services and any proposed and related deliverables; and

- (iii) an initial draft of the likely Specification including where appropriate an indication of the desired budget.
- (b) Within 14 Business Days of receipt of the notice from the Client pursuant to clause 3.2, the Supplier shall send a Quote to the Client, which sets out the proposed fees as well as any other relevant information in respect of the requested services and deliverables.
- (c) The Client and the Supplier will negotiate the Quote in good faith and will, if agreed, jointly draft and enter into corresponding Project Schedule (upon which point, the application services, deliverables, milestones and fees will become Services, Deliverables, Milestones and Fees as set out herein and in such related Project Schedule.

4. Intellectual Property

- 4.1 Unless expressly set out in the Agreement or any Project Schedule, neither Party shall have any claim or interest in the other Party's Background Intellectual Property Rights.
- 4.2 The Client shall, subject to any Background Intellectual Property Rights and save as otherwise agreed in the relevant Project Schedule, be the sole and complete owner of all Intellectual Property Rights in or arising out of the Deliverables. The Supplier shall use its best endeavours to ensure that Deliverables do not incorporate any Supplier Rights in advance of the commencement of a Project. In the event that the Supplier later becomes aware of any Supplier Rights that are incorporated into the Deliverables it shall give notice to the Client in accordance with clause 14 of the same at the earliest reasonable opportunity and such Supplier Rights shall be subject to the license provisions set out in clause 4.4.
- 4.3 Subject to the provisions of clause 4.2, the Supplier hereby assigns by way of present and future assignment to the Client absolutely with full title guarantee all its right, title and interest in (including all Intellectual Property Rights of and related to) to the Deliverables ("**Assigned Rights**") for any purpose, including:
 - (a) the absolute entitlement to any registrations that may be granted pursuant to or arising out of or resulting from any such Intellectual Property Rights; and
 - (b) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this assignment.
- 4.4 To the extent that a Deliverable incorporates Supplier Rights, the Supplier hereby grants to the Client the non-exclusive, royalty-free, irrevocable, worldwide and perpetual right to use the relevant Supplier Rights in the Deliverables in any medium and for any commercial purpose without any additional payment to be made to the Supplier unless otherwise stated in the Project Schedule. For the avoidance of doubt, this does not grant any rights in relation to use of the Supplier's trading name, Thiscovery or other trade or registered marks.
- 4.5 The Supplier hereby indemnifies and holds harmless the Client against all actions, claims, losses, costs, damages and expenses (including without limitation, all reasonable and actually incurred legal fees, costs or expenses and any compensation, costs or disbursements paid by the Client to compromise or settle any action or claim) suffered or incurred by the Client and arising by reason of or in connection with a claim by a third party that the use of the Deliverables by the Client or by the Client's customers is a breach of that third party's Intellectual Property Rights.
- 4.6 For avoidance of doubt, the Supplier will not assign any rights in relation to the Intellectual Property in its Platform IP.

5. Acceptance of Deliverables

- 5.1 The Client has the right to test the Deliverables against the relevant Specifications.
- 5.2 If the Client, acting reasonably, considers that a Deliverable does not meet the Specification, it must give notice to the Supplier in accordance with clause 14 within 10 Business Days of receipt of the

Deliverable from the Supplier, setting out its reasons in detail (a “**Defect Notice**”), which shall be in writing addressed to the Supplier’s project manager or head of client services. If the Supplier does not receive a Defect Notice within the period set out above, the relevant Deliverable will be deemed to have been accepted by the Client.

- 5.3 Upon receipt of a Defect Notice, the Supplier within 14 Business Days shall use all reasonable endeavours to alter the Deliverable, provided that such alteration is to bring the Deliverable in-line with the Specification unless otherwise mutually agreed between Parties.
- 5.4 If, upon re-submission of a Deliverable in accordance with clause 5.3, the Client submits another Defect Notice in accordance with clause 5.2, the Client shall have the right, at its sole discretion to (at the Client’s discretion):
- (a) refuse to any outstanding Fees to the Supplier;
 - (b) terminate this Agreement immediately pursuant to clause 10; and/or
 - (b) at the Supplier’s sole cost, to instruct a third party to cure the defect(s) set out in the relevant Defect Notice,

and any action taken by the Client pursuant to this clause shall be without prejudice to any other actions, rights of remedy or otherwise that the Client might have against the Supplier under the terms of this Agreement.

6. Fees, Expenses and Payment

- 6.1 The Supplier shall submit an invoice (quoting the purchase order number as provided by the Client, if applicable) to the Client at such dates and at such times set out in the applicable Project Schedule (and the service of any invoice by the Supplier prior to its due date shall be deemed to be invalid).
- 6.2 The payment terms in respect of invoices submitted in accordance with this clause 6 shall be net 30 days from the date of the relevant invoice and the amounts payable shall be exclusive of VAT but inclusive of all other taxes, imposts and fees. If VAT is payable, it shall be separately identified on the invoice and shall be payable by the relevant Party subject to receipt of a valid VAT invoice from the other Party.
- 6.3 The Client shall, within 5 Business Days of receipt of a validly serviced invoice, give notice to the Supplier in accordance with Clause 14 if the Client, acting reasonably, has a query in respect of an invoice and wishes to withhold payment of it, or a part of it. In the absence of such notice, the invoice shall be deemed to have been accepted.
- 6.4 Any query submitted pursuant to clause 6.3 shall be discussed between the Parties’ representatives for a period from the date of receipt of such query until the date falling no later than 10 Business Days after the applicable invoice due date. If the query is resolved within such period, the agreed amount in question (if any) shall be paid by the due date or within 5 Business Days thereof, whichever is later and if it is not resolved in such period (such being a “Dispute”), either Party shall be entitled to terminate this Agreement immediately pursuant to clause 10 and shall otherwise be entitled to take such actions as that Party may desire to resolve the applicable Dispute.
- 6.5 Unless expressly set out in the Quote, Fees are exclusive of expenses, which shall be agreed by the Parties prior to the Supplier incurring them.
- 6.6 For the avoidance of doubt, in the event that no Services are required, or if the Supplier fails to provide the Services (whether by reason of illness, accident or other incapacity, or for any other reason), no Fee(s) will be payable (and to the extent that such Fee(s) were paid the Supplier shall immediately reimburse such Fee(s) to the Client in full).
- 6.7 Notwithstanding the payment by the Client of any Fee(s) pursuant to a Project Schedule or otherwise, the payment of such Fees shall be without prejudice to any claims or rights which the Client may have against the Supplier and will not constitute any admission by the Client as to the provision of the Services, Deliverables or otherwise under this Agreement or any applicable Project Schedule.

- 6.8 All invoices shall be sent by email to the Invoice Recipient designated by the Client below. The Client shall give notice to the Supplier in accordance with clause 14 of any changes to the Invoice Recipient during the course of this Agreement.

Contact Details:

Authorised Representative (Contract Matters): Name: [NAME AND TITLE] Email: [EMAIL ADDRESS]

Invoice Recipient: Name: [NAME AND TITLE]
Email: [EMAIL ADDRESS]

7. Confidentiality

- 7.1 Each Party will treat as confidential all Confidential Information obtained from the other under this Agreement. The Parties agree that they will not, without the prior written consent of the other, disclose Confidential Information to any person or use the same except for the purposes of complying with their respective obligations pursuant to this Agreement.

- 7.2 Clause 7.1 does not prohibit disclosure of Confidential Information to:

- (a) the receiving Party's own personnel (including employees, agents, and permitted contractors) who in each case need to know of the Confidential Information, provided that such personnel are first made aware of the confidential nature of the Confidential Information and the receiving Party's obligations in relation to it and themselves agree or are otherwise bound in writing to treat the Confidential Information confidentially (with no less strict obligations as contained herein); or
- (b) the receiving Party's auditors, professional advisers, advisors (provided in each case that such are bound by obligations of confidence no less strict than those set out herein) or any person or organisation having a statutory or regulatory right to request and receive that information, including without limitation a relevant tax authority.

- 7.3 Clause 7.1 does not apply to information which the receiving Party can show by reference to documentary or other evidence:

- (a) was rightfully in its possession before the start of discussions between the Parties of this Agreement (excluding any Background Intellectual Property of a Party that might otherwise have been shared between the Parties prior to the entry into of this Agreement); or
- (b) is already public knowledge or becomes so at a future date (save for as a result of breach of clause 7.1); or
- (c) is received from a third party who is not (having made reasonable enquiries) under an obligation of confidentiality in relation to the information; or
- (d) is developed independently without access to, or use of or knowledge of or reference to, the Confidential Information.

- 7.4 No Party shall make any announcement of this Agreement, a Project Schedule or Project or otherwise without the consent in writing of the other Party.

- 7.5 The obligations of confidentiality under this clause 7 shall survive the termination of this Agreement until such time as the Confidential Information enters the public domain other than through the fault of the recipient Party.

8. Representations and Warranties

- 8.1 Each of the Parties hereby represents, warrants and undertakes to each other that:

- (a) it has the power, has taken all necessary action to allow it, and has all governmental and regulatory authorisations, licenses, approvals and registrations necessary for it to enter into and perform this Agreement and to permit the payments contemplated by this Agreement;
- (b) neither the entry into or performance by it of, nor any payment contemplated by, this Agreement does or will conflict with any court order or agreement to which it is a party or with its constitutional documents; and
- (c) in fulfilling its obligations pursuant to this Agreement, it will use a degree of skill and care and diligence reasonably to be expected of a competent business in its industry.

8.2 The Supplier hereby represents, warrants and undertakes that:

- (a) it shall provide the Services and the Deliverables with reasonable care, skill and attention and in accordance with best industry practice; and
- (b) the use by the Client or the Client's customers of the Deliverables shall not breach a third party's Intellectual Property Rights or other proprietary rights.

9. Liability

9.1 Nothing in this Agreement shall exclude or limit a Party's liability for:

- (a) fraud or fraudulent misrepresentation or any wilful breach of this Agreement;
- (b) death or personal injury caused by its negligence (as defined in section 1 of the Unfair Contract Terms Act 1977);
- (c) any breach of the undertakings implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) any breach by a Party of its obligations under clauses 7 and 8;
- (e) any other liability which it is not permitted to exclude or limit.

9.2 Subject to clause 9.1, each Party's liability in respect of breach of contract or breach of duty, tort or fault or negligence or otherwise whatsoever and/or howsoever arising out of or in connection with this Agreement or any Project Schedule shall be limited to the greater of £100,000 or the Fees payable to the Supplier by the Client from time to time.

9.3 Neither Party shall be liable to the other Party or be deemed to be in breach of its obligations under any provision in this Agreement (save for those obligations set out in clauses 7 and 8), to the extent that such breach is a result of any material delay or any material failure by the other Party in performing its obligations under this Agreement.

9.4 Subject to clause 9.1 but otherwise notwithstanding any other provision in this Agreement, in no event shall either Party be liable to the other Party for:

- (a) any lost revenue, lost profits, business, opportunity or anticipated savings, loss of goodwill or injury to reputation, loss of data and/or loss of use of any data, replacement goods, loss of technology rights or services; or
- (b) incidental, punitive, indirect or consequential damages arising from or related to the performance of its obligations under this Agreement, even if advised of the possibility of such damages, whether under contract, tort (including negligence), strict liability or otherwise.

10. Termination and Termination Consequences

10.1 Without limiting any other remedy available to it, either Party (the "**Terminating Party**") may terminate this Agreement or any Project Schedule with immediate effect by giving written notice to the other Party in accordance with Clause 14 (the "**Non-terminating Party**") at any time:

- (a) if the Non-terminating Party is in material or persistent breach of any of the provisions of this Agreement or any Project Schedule, which, if remediable, is not remedied to the reasonable satisfaction of the Terminating Party within 30 Business Days or such alternative period as may be agreed between the Parties, following the receipt of such written notice; or
- (b) if the Non-terminating Party is unable to pay its debts (within the meaning of section 123(1) of the Insolvency Act 1986) or an order is made or a resolution passed for its liquidation, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer is appointed over it or all or any substantial part of its assets or takes formal steps towards making any kind of composition, compromise or arrangement involving it and any of its creditors, or anything analogous to the foregoing shall occur in any jurisdiction;
- (c) if an Event of Force Majeure occurs, upon expiry of such period of time as is set out in clause 11.3(b).

10.2 The Client may terminate this Agreement and any Project Schedule immediately by giving notice in accordance with Clause 14 as follows:

- (a) pursuant to its rights under clauses 5.4 and 6.4 (as the case may be); and
- (b) in the event that the Client reasonably believes that the Supplier is or is reasonably like to breach its obligations under clauses 7 or 8.

10.3 The Client may terminate this Agreement and any Project Schedule for convenience and without cause, upon 30 Business Days' written notice to the Supplier given in accordance with clause 14 and subject to:

- (a) full payment of all Fees related to invoices validly served by the Supplier in accordance with the relevant Project Schedule; and
- (b) full payment of all other expenses properly incurred by the Supplier in respect of any ongoing Services, which the Supplier is legally obliged to pay and where agreed in advance by the Client.

11. Force Majeure

11.1 Neither Party shall be liable for any delay in performing its obligations under this Agreement to the extent that such is directly caused by an Event of Force Majeure, provided that:

- (a) any delay by a sub-contractor or supplier of the Party who is delayed will not relieve that Party from liability for delay except where the delay is beyond the reasonable control of the sub-contractor or supplier concerned; and
- (b) for the avoidance of doubt, strikes or industrial action on behalf of the delayed Party's employees, workers or its appointed sub-contractors will not relieve that Party from liability for delay.

11.2 Subject to the rights of a Party under clause 10.1(c) and subject to the delayed Party:

- (a) immediately giving notice to the other Party in accordance with Clause 14 of the reasons for the delay and the likely duration of the delay; and
- (b) using reasonable endeavours to perform its obligations under this Agreement,

The performance of the delayed Party's obligations will be suspended during the period that such circumstances described in clause 11.1 persist, and that Party will be granted an extension of time for performance equal to the period of the delay.

11.3 Save where the delay is caused by the act or failure to act of the other Party (in which event the rights, remedies and liabilities of the Parties will be those conferred by the other terms of this Agreement and by law):

- (a) any costs arising from that delay will be borne by the Party incurring the same; and
- (b) either Party may, if that delay continues for more than five weeks, terminate this Agreement immediately on giving written notice to the other Party in accordance with clause 14.

12. Assignment and Subcontracting

12.1 This Agreement may not be assigned by either Party without the other Party's prior written consent.

12.2 Without prejudice to the provisions of clause 12.1:

- (a) the Supplier may at any time sub-contract the provision of the Services, including without limitation to any company within the Supplier's Group. The Supplier shall be liable to the Client for the acts and omissions of all sub-contractors appointed by the Supplier in relation to the Services; and
- (b) each Party may at any time assign this Agreement and any Project Schedule to any other company within its Group, subject to prior notice to the other Party given in accordance with clause 14.

13. Dispute resolution

13.1 If any dispute arises in connection with this agreement, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR.

14. Notices

14.1 Any notice, demand, request or other communication ("**Notice**") required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given:

- (a) if delivered by hand, upon delivery at the address specified below during normal business hours on a Business Day (or if delivered outside normal business hours or on a day that is not a Business Day, at 9:00 am on the next Business Day);
- (b) if sent by pre-paid recorded delivery or registered post, two Business Days after posting;
- (c) if sent by email to the email address specified below, upon receipt by the sender of a delivery receipt or read receipt (whichever is earlier), provided that if such receipt is received outside normal business hours or on a day that is not a Business Day, the Notice shall be deemed received at 9:00 am on the next Business Day.

14.2 For the purposes of this clause 14, the addresses and email addresses of the Parties are:

For the Client: Address: [ADDRESS] Email: [EMAIL ADDRESS] Attention: [AUTHORISED REPRESENTATIVE]

For the Supplier: Address: Burnham House, Splash Lane, Wyton, England, PE28 2AF Email: [INSERT SUPPLIER EMAIL ADDRESS] Attention: Chief Executive Officer

14.3 Either Party may change its address or email address for the purposes of this clause 14 by giving written notice of such change to the other Party in accordance with this clause.

14.4 This clause 14 does not apply to the service of legal proceedings or other documents in any legal action.

15 Miscellaneous

- 15.1 Any notice required to be given pursuant to this Agreement shall be in writing and sent either by hand, by prepaid recorded delivery or registered post or by prepaid first class post, or by e-mail which has been received, as evidenced by receipt by the sender of a read receipt, to the relevant Party, and any such notice shall be deemed to have been received by the addressee at the time of delivery or in the case of prepaid first class post, two days after posting.
- 15.2 Any amendment or variation to this Agreement shall be made only by express written agreement between the Parties. The variation to this Agreement may result in changes to timelines, cost, and project scope which shall be agreed between the Parties in writing.
- 15.3 The failure of either Party to exercise or enforce any right conferred upon it by this Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time(s) thereafter, as a waiver of another or constitute a continuing waiver.
- 15.4 Without prejudice to the rights of either Party in respect of actions relating to fraudulent misrepresentation, this Agreement and any documents referred to herein constitute the entire understanding between the Parties with respect to the subject matter thereof and supersedes all prior agreements, negotiations and discussions between the Parties relating thereto.
- 15.5 The Parties agree that monetary damages may not be a sufficient remedy for the damage which may accrue to a Party by reason of failure by any other Party to perform certain of its obligations hereunder. Any Party shall therefore be entitled to seek injunctive relief, including specific performance, to enforce such obligations.
- 15.6 The unenforceability of any single provision of this Agreement shall not affect any other provision hereof. Where such a provision is held to be unenforceable, the Parties shall use their best endeavours to negotiate and agree upon an enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the unenforceable provision.
- 15.7 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 15.8 Nothing in this Agreement or any Project Schedule shall be deemed to constitute a partnership between the Parties nor, save as expressly set out herein, constitute either Party the agent of the other Party.
- 15.9 This Agreement shall be governed by and construed in accordance with English law and each Party irrevocably submits to the exclusive jurisdiction of the English courts over any claim, dispute or matter arising under or in connection with this Agreement or its enforceability.

IN WITNESS WHEREOF the duly authorised representatives of the Parties hereto have executed this Agreement as of the day first above written.

[CLIENT]

THISCOVERY LTD

Signed:

Signed:

Name:

Name: Ruth Cousens

Title:

Title: Chief Executive Officer

Date:

Date:

SCHEDULE 1 - PROJECT SCHEDULE

THIS PROJECT SCHEDULE (the “**Project Schedule**”) is made and entered into upon the **xxxxxxx**

BETWEEN

1. **[COMPANY NAME]**, a company incorporated in England with registration number **[REGISTRATION NUMBER]** and registered office at **[ADDRESS]** (the “**Client**”); and
2. **THISCOVERY Ltd**, a company incorporated in England with registration number 14506058 and registered office at Burnham House, Splash Lane, Wyton, England, PE28 2AF (the “**Supplier**”).

The above named shall collectively be known as “**Parties**”, and each a “**Party**”.

WHEREAS:

- (A) The Parties have entered into a Master Services Agreement for the provision of certain services by the Supplier to the Client dated [DATE] (the “**Agreement**”).
- (B) The Supplier has supplied the Client with an estimate of costs dated **[DATE]** (the Quote) in respect of specific Services which the Client wishes to procure from the Supplier and which the Supplier wishes to supply to the Client.
- (C) The Client wishes to accept the Quote, and it further wishes to instruct the Supplier to provide the Services (and the Supplier wishes to provide the Services) on the terms and conditions of this Project Schedule and the terms and conditions of the Agreement.

IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Project Schedule, unless expressly stated to the contrary, all defined terms shall have the meaning set out in the Agreement.
- 1.2 “**Thiscovery platform**” shall mean the online site on which information is presented to, and data is collected from participants in this Project, as hosted at www.thiscovery.org.
- 1.3 This Project Schedule expressly incorporates the terms of the Agreement.

2. Services

- 2.1 The Client wishes to procure the following services from the Supplier:

- (a) Survey development, launch and hosting:
- (b) Recruitment and communications strategy and activity:
- (c) Data collection and monitoring:
- (d) Data analysis and reporting

- 2.2 The Supplier shall deliver to the Client the following Deliverables:

- (a) DELIVERABLES

3. Dates

- 3.1. The Services to be supplied pursuant to this Project Schedule shall commence on **[DATE]** (the “**Project Commencement Date**”) and terminate automatically upon acceptance of all Deliverables by the Client in accordance with clause 5 of the Agreement.
- 3.2. The following Milestones shall apply in relation to the Deliverables:

4. Fees

- 4.1. The Fees for the Services set out in this Project Schedule for the Project shall be the sum of [AMOUNT] (excl VAT) in the aggregate, such to be invoiced pursuant to the following Milestones:

[MILESTONES]

- 4.2 All invoices submitted under this Agreement will be sent by email to the Invoice Recipient as defined in clause 6.8 of the Agreement.

5. Project Team

- 5.1 The following individuals shall be the key contacts for this Project:

Client Project Team:

Project Manager: [NAME, TITLE, EMAIL]

Other Key Contacts: [NAME, TITLE, EMAIL]

Supplier Project Team:

Project Manager: [NAME, TITLE, EMAIL]

Other Key Contacts: [NAME, TITLE, EMAIL]

5.2 All day-to-day project communications, coordination, and operational matters shall be conducted between the designated Project Managers. Any contract related notices must be given in accordance with Clause 14 of the Master Services Agreement.

5. Applicable Law and Dispute Resolution

- 5.1. This Project Schedule shall be governed by and construed in accordance with English Law and each of the Parties irrevocably submits for all purposes in connection with this Project Schedule to the exclusive jurisdiction of the courts of England.
- 5.2. Any question or difference which may arise concerning the construction, meaning or effect of this Project Schedule or any matter arising out of or in connection with this Project Schedule shall be dealt with in accordance with the provisions of the Agreement.

IN WITNESS WHEREOF the duly authorised representatives of the Parties hereto have executed this Project Schedule as of the day first above written.

[CLIENT]

THISCOVERY LTD

Signed:

Signed:

Name:

Name: Ruth Cousens

Title:

Title: Chief Executive Officer

Date:

Date:

SCHEDULE 2 - DATA SHARING AGREEMENT

This agreement us made on the xxxx

Between:

- (1) **THISCOVERY Ltd** a company incorporated in England with registration number 14506058 and registered office of Burnham House, Splash Lane, Wyton, England, PE28 2AF; and
- (2) **[COMPANY NAME]** a company incorporated in England with registration number **[REGISTRATION NUMBER]** and registered office at **[ADDRESS]**.

The terms defined in the Agreement shall have the same meaning as set out in this Schedule 2.

IT IS HEREBY AGREED as follows:

1. **Definitions.** For the purposes of this Agreement:
 - (a) “**controller**”, “**processor**”, “**data subject**”, “**Personal Data**”, “**personal data breach**”, “**process**”, “**cross-border processing**” and “**recipient**” shall have the meanings set out in the UKGDPR;
 - (b) “**Disclosing Party**” shall mean the party that discloses “Protected Data” to the other Party;
 - (c) “**Protected Data**” shall mean the personal data to be processed by the Parties pursuant to the Contract as further specified in the Appendix to this Agreement;
 - (d) “**Purpose**” shall mean the collection, processing and sharing of data, and the analysis and use of data by the Client for its business purposes in pursuance of the Project as specified in Schedule 1 and such other Projects as agreed from time to time pursuant to the Agreement;
 - (e) “**Receiving Party**” shall mean the party that receives Protected Data from the other party.
2. **Processing of Personal Data.** The parties agree to share the Protected Data for the Purpose.

Save as provided for in this Agreement, the parties agree not to use any Protected Data disclosed pursuant to this Agreement in a way that is incompatible with the Purpose.

Each Party shall ensure that it processes the Protected Data fairly and lawfully in accordance with the Data Protection Legislation.
3. **Lawful basis for processing.** Each Party as Disclosing Party warrants to the Receiving Party, in relation to any Protected Data disclosed, that disclosure of the Protected Data is justified by a lawful basis under the UKGDPR and for any sensitive data that forms part of any shared data, by an appropriate condition for processing under the Data Protection Legislation (including consent). [Each Party confirms that where it is acting as the Disclosing Party its sharing of the Protected Data is necessary for the purposes of legitimate interests pursued by that Party] and it will obtain explicit consent of all data subjects whose special category data forms part of the Shared Data.]
4. **Parties’ Relationship.** The Parties acknowledge and agree that each Party will act as a controller of Protected Data processed under this Agreement. Each Party shall use reasonable endeavours to ensure that it does not act or omit to act in a way as to cause the other Party to breach any of its obligations under Data Protection Legislation. The Parties shall co-operate in good faith to ensure as far as reasonably possible that each Party is able to perform its obligations under the Agreement in compliance with the Data Protection Legislation.
5. **Sharing Protected Data.** The Parties acknowledge that either Party may share Protected Data (including for the purposes herein, health data and other sensitive personal data) with the other in

connection with the Services and the Contract. To the extent that the Parties share Protected Data, each Party agrees as follows:

- (a) each Party will implement appropriate technical and organisational measures to safeguard Protected Data against any personal data breach as required by law and having regard to the nature of the Protected Data in question);
 - (b) the Receiving Party will only process Protected Data for the Purpose (and in accordance with this Data Sharing Agreement);
 - (c) each Party will promptly notify the other Party (within at least 12 hours) if it receives a complaint or request that it believes relates to the Protected Data, including (for the avoidance of doubt) any contact from a regulatory authority;
 - (d) on receipt of notice under paragraph 4(c) but subject to any requirements under applicable law, to provide the other Party with full co-operation and assistance in relation to any such complaint or request, and shall reasonably assist the other Party in complying with such request within any timescales set out in the Data Protection Legislation.
6. **Personal Data Breach.** Each Party shall notify the other Party without undue delay after becoming aware of any personal data breach and in any event no later than 48 (forty-eight) hours after becoming aware of the personal data breach. The Party affected by the personal data breach will update the other Party as reasonably necessary as its investigation of the personal data breach progresses. Each Party shall provide reasonable assistance to the other Party in the event that the other Party is required to notify a data protection authority, other regulator or affected data subjects.
7. **Data Correction.** The Disclosing Party will notify in writing the Receiving Party, as soon as practicable, if an error is discovered in Protected Data which has been provided to the Receiving Party, to ensure that the Receiving Party is then able to correct its records.
8. **Data Subject Rights.** Data subjects have the right to obtain certain information about the processing of their personal data through a subject access request. Data subjects may also request rectification, erasure or blocking of their personal data. The Parties shall maintain a record of subject access requests, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request. The Parties agree that the responsibility for complying with a subject access request falls to the Party receiving the subject access request in respect of the personal data held by that Party. The Parties agree to provide reasonable and prompt assistance (within 3 Business Days of such a request for assistance) as is necessary to each other to enable them and to respond to any other queries or complaints from data subjects.
9. **Cross-Border Transfers from the European Union.** Where there are international data transfers subject to Data Protection Legislation, the Parties shall provide protection through the use of appropriate safeguards specified in Data Protection Legislation.
10. **Retention and Deletion of Protected Data.** Except where required to keep Protected Data for longer pursuant to statutory data retention periods, each Party agrees only to retain the Protected Data for as long as necessary for the Purpose and will delete the Protected Data after a period of up to eight years or such longer period as is needed for analysis or research purposes (unless the data is anonymised). In the event of termination of this Data Sharing Agreement for any reason, the Parties will cease sharing the Protected Data and both Parties will promptly in good faith discuss together a process for retaining and/or securely destroying the Protected Data.
11. **Review.** The Parties will use their reasonable endeavours regularly review (at least annually):
- (a) whether sharing the Protected Data continues to be necessary for the Purpose;
 - (b) whether the Parties should update this Agreement in light of any change to the Services and/or the relationship between the Parties;

- (c) whether the Parties should update this Agreement in light of any change to the Data Protection Legislation (and/or the interpretation of the Data Protection Legislation).

Data Controller:

Name & Title/Role

Signature

Date

Data Processor: THISCOVERY Ltd

Ruth Cousens, CEO

Name & Title/Role

Signature

Date