

Please see below the generalised terms and conditions that Triple Value Impact uses for its consultancy services.

Dated

20[x]

Consultancy Agreement

between

Triple Value Impact Limited

and

[Insert Company's Name]



Consultancy Agreement

dated 20[x]

Parties

- (1) **Triple Value Impact Limited** incorporated and registered in England and Wales with company number 14482827 whose registered office is at 2 Elsworthy, Thames Ditton, United Kingdom, KT7 0YP (**TVI**); and
 - (2) **[Counterparty Full Legal Name]** incorporated and registered in England and Wales (company number: **[number]**) whose registered office is at **[registered office address]** (**Client**),
- (each a **party**, together the **parties**).

Agreed terms

1 Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise):

Board means the board of directors of the Client (including any committee of the board duly appointed by it);

Business of the Client means **[details of the Client's business to be included]**;

Business Day means any day other than a Saturday, Sunday or public holiday in England and Wales;

Business Opportunities means any opportunities which TVI or the Individual becomes aware of during the Engagement which relate to the Business of the Client or any Group Company or which the Board reasonably considers might be of benefit to the Client or any Group Company;

Capacity means as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity;

Commencement Date means **[TBC]**

Confidential Information means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Client or any Group Company for the time being confidential to the Client or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the Business of the Client or any Group Company or any of its or their suppliers, customers, agents, distributors, shareholders, management or business contacts and including (but not limited to) information that TVI or the Individual creates, develops, receives or obtains in connection with this Engagement, whether or not such information (if in anything other than oral form) is marked confidential;

Data Protection Legislation shall have the meaning given in clause 8.2;

Deliverables mean the deliverables outlined in Schedule 1;

Engagement means the engagement of TVI by the Client on the terms of this agreement;

Fees shall have the meaning set out in Schedule 2;

Group Company means the Client, its Subsidiaries or Holding Companies from time to time and any Subsidiary of any Holding Company from time to time;

Individual(s) means [REDACTED];

Insurance Policies means commercial general liability insurance cover, employer's liability insurance cover, professional indemnity insurance cover and public liability insurance cover;

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

Invention means any invention, idea, discovery, development, improvement or innovation made by TVI or by the Individual in connection with the provision of the Deliverables, whether or not patentable or capable of registration, and whether or not recorded in any medium;

Personal Data shall have the meaning given in the Data Protection Legislation;

Pre-Contractual Statement means any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the Engagement other than as expressly set out in this agreement or any documents referred to in it;

Pre-existing IPR means (a) Intellectual Property Rights in existence as of the date of this agreement, and (b) Intellectual Property Rights that TVI creates or develops outside the scope of this Agreement;

Property means all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the parties or its or their customers and business contacts, and any equipment, keys, hardware or software provided for a party's use by the other party during the Engagement, and any data or documents (including copies) produced, maintained or stored by a party or the Individual on the computer systems or other electronic equipment of a party or the Individual during the Engagement;

Substitute means a substitute for the Individual appointed under the terms of clause 3.3 who is an employee of TVI;

Termination Date means [REDACTED], without prejudice to clause 2.2; and

Works means all Deliverables, records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by TVI or the Individual in connection with the provision of the Deliverables.

- 1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 The Schedules and annex to this agreement form part of (and are incorporated into) this agreement.
- 1.7 A reference to a holding company or a subsidiary means a holding company or a subsidiary as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) a nominee.

2 **Term of engagement**

- 2.1 The Client shall engage TVI, and TVI shall make available to the Client the Individual(s), to provide the Deliverables on the terms of this agreement.
- 2.2 This agreement commenced on the Commencement Date and shall continue, subject to the terms of this agreement, from and including the Commencement Date until the Termination Date unless:

2.2.1 terminated by the Client giving to TVI not less than:

- (a) [1 weeks] prior written notice, if within [20 Business Days] of the Commencement Date; or
- (b) [4 weeks] prior written notice, if more than [20 Business Days] after the Commencement Date; or

- 2.2.2 otherwise terminated pursuant to clause 10.4; or
- 2.2.3 the parties agree in writing to extend the term of this agreement.

3 Duties and obligations

- 3.1 During the Engagement TVI shall use reasonable endeavours, and (where appropriate) shall procure that the Individual shall use reasonable endeavours, to:
 - 3.1.1 provide the Deliverables in accordance with applicable law and with all due care, skill and ability;
 - 3.1.2 promote the interests of the Client and any Group Company;
 - 3.1.3 [unless the Individual is prevented by ill health or accident, devote at least [●] [hours **OR** days] in each calendar month to achieve the Deliverables together with such additional time if any as may be necessary for their completion **OR** ensure that the Deliverables conform in all respects with, and are achieved by any deadlines specified in, Schedule 1 and that the Deliverables shall be fit for any purpose expressly or implicitly made known to TVI by the Client]; and
 - 3.1.4 as soon as reasonably practicable, give to the Client all such information and reports as it may reasonably require in connection with matters relating to the provision of the Deliverables or the Business of the Client or any Group Company.
- 3.2 If the Individual(s) are unable to provide the Deliverables due to illness or injury, TVI shall advise the Client of that fact as soon as reasonably practicable.
- 3.3 TVI may, subject to the following proviso, appoint a suitably qualified and skilled Substitute to provide the Deliverables instead of the Individual(s). TVI shall continue to invoice the Client in accordance with clause 4.
- 3.4 TVI shall use its reasonable endeavours to ensure that the Individual(s) are available at all times on reasonable notice to provide such assistance or information as the Client may require.
- 3.5 Unless it has been specifically authorised to do so by the Client in writing:
 - 3.5.1 neither TVI nor the Individual(s) shall have any authority to incur any expenditure in the name of or for the account of the Client; and
 - 3.5.2 TVI shall not, and shall procure that the Individual(s) shall not, hold itself out as having authority to bind the Client.
- 3.6 Where applicable, TVI shall, and shall procure that the Individual(s) shall, use reasonable endeavours to comply with the Client's health and safety procedures at the premises, and any other policies, provided by the Client to TVI at the date of this agreement.
- 3.7 TVI undertakes to the Client that during the Engagement it shall, and shall procure that the Individual(s) shall, take all reasonable steps to offer (or cause to be offered) to the Client any Business Opportunities as soon as practicable after the same shall have come to its

or his knowledge and in any event before the same shall have been offered by TVI or the Individual(s) (or caused by TVI or the Individual(s) to be offered) to any other party.

3.8 TVI may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Deliverables provided that:

3.8.1 the Client will not be liable to bear the cost of such functions; and

3.8.2 at the Client's request the third party shall be required to enter into direct undertakings with the Client, including with regard to confidentiality.

3.9 TVI shall, and shall procure that the Individual(s) shall, use reasonable endeavours to:

3.9.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);

3.9.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

3.9.3 promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by TVI or the Individual in connection with the performance of this agreement; and

3.9.4 ensure that all persons associated with TVI or other persons who are performing services or providing goods in connection with this agreement comply with this clause 3.9.

4 Fees

4.1 On the last working day of each month during the Engagement TVI shall submit to the Client an invoice which gives details of the days which the Individual(s) or any Substitute has worked, the Services provided and the amount of the fee payable (plus VAT, if applicable) for the Services during that month. The fee shall be calculated with reference to the agreed day rate of £[] (exclusive of VAT). Notwithstanding the foregoing, the parties acknowledge and agree that the maximum amount payable to TVI from the Client in respect of fees (exclusive of VAT) under this agreement is £[] unless agreed in writing by the Client.

4.2 Pursuant to payment of the Fees set out in clause 4.1, and provided the invoice is complete, correct and not in dispute, the Client shall pay each invoice submitted by TVI in accordance with this within thirty (30) days of receipt.

4.3 All sums payable to TVI under this agreement:

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

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

5 **Expenses**

The Client shall reimburse all reasonable expenses properly and necessarily incurred by TVI or the Individual in the course of the Engagement, subject to production of receipts or other appropriate evidence of payment.

6 **Other activities**

Nothing in this agreement shall prevent TVI or the Individual(s) from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that such activity does not cause a breach of any of TVI's obligations under this agreement.

7 **Confidential information and property**

7.1 Both parties acknowledge that in the course of the Engagement they each and the Individual(s) will have access to Confidential Information. Both parties have therefore agreed to accept the restrictions in this clause 7.

7.2 Neither party shall, and shall procure that the Individual(s) shall not (except in the proper course of its or his duties), either during the Engagement or for **five (5) years** after the Termination Date or expiry of this agreement, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:

7.2.1 any use or disclosure authorised by the other party or required by law; or

7.2.2 any information which is already in, or comes into, the public domain otherwise than through a party's or the Individual's unauthorised disclosure.

7.3 At any stage during the Engagement, each party will promptly on request return all Property in its or the Individual's possession to the other party (as applicable).

7.4 Neither party shall, and shall procure that the Individual(s) shall not, make any announcement to any third party in any form of media relating to this agreement or its subject matter without the prior written approval of the other party.

7.5 By entering into this agreement, TVI acknowledges that the Client may be obliged to disclose information without consulting TVI pursuant to the Freedom of Information Act 2000 (**FOIA**) and/or the Environmental Information Regulations 2004 (**EIRs**). Notwithstanding the foregoing, if so requested by the Client, TVI shall, at the Client's expense, provide reasonable assistance to the Client to satisfy their obligations under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004. For the avoidance of doubt, the Client shall take reasonable steps to notify TVI of any request for information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) in order that TVI can input on whether it considers such requested information is exempt from disclosure in accordance with the FOIA or the EIRs.

8 Data protection

- 8.1 The Client will collect and process information relating to TVI and the Individual(s) in accordance with the Client's data protection policy from time to time.
- 8.2 For the purposes of this clause, Data Protection Legislation means the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data, including but not limited to the Data Protection Act 2018 and the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018).
- 8.3 The Client and TVI acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller, and TVI is the data processor.
- 8.4 Schedule 2 to this agreement sets out the scope, nature and purpose of the processing by TVI, the duration of the processing and the types of Personal Data and categories of data subject.
- 8.5 TVI shall (and shall procure that the Individual shall), in relation to any Personal Data processed:
- 8.5.1 process that Personal Data only on written instructions of the Client;
 - 8.5.2 keep the Personal Data confidential;
 - 8.5.3 comply with the Client's reasonable instructions with respect to processing Personal Data and with the Client's data protection policy;
 - 8.5.4 not transfer any Personal data outside of the European Economic Area without the Client's prior written consent;
 - 8.5.5 assist the Client in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
 - 8.5.6 notify the Client without undue delay on becoming aware of a Personal Data breach or communication which relates to TVI's, the Individual's or the Client's compliance with the Data Protection Legislation;
 - 8.5.7 at the written request of the Client, delete or return Personal Data and any copies thereof to the Client on termination of this agreement unless required by the Data Protection Legislation to store the Personal Data; and
 - 8.5.8 maintain complete and accurate records and information to demonstrate compliance with this clause 8 and allow for audits by the Client or the Client's designated auditor.
- 8.6 TVI shall (and shall procure that the Individual shall) ensure that it has in place appropriate technical or organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage

and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:

- 8.6.1 pseudonymising and encrypting Personal Data;
- 8.6.2 ensuring confidentiality, integrity, availability and resilience of its systems and services;
- 8.6.3 ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and
- 8.6.4 regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.

8.7 The Client does not agree to TVI appointing any third party processor of Personal Data under this agreement.

8.8 Each party shall indemnify the other party for any loss, liability, costs (including legal costs), damages or expenses resulting from any breach by a party (or the Individual) of the Data Protection Legislation and shall at its own expense maintain in force full and comprehensive insurance policies to cover such liability.

9 Intellectual property

9.1 TVI and its licensors shall retain ownership of all Intellectual Property Rights in its Pre-existing IPR.

9.2 TVI warrants to the Client that it has obtained from the Individual(s) a written and valid assignment of all existing and future Intellectual Property Rights in the Works and the Inventions and of all materials embodying such rights and a written irrevocable waiver of all the Individual's statutory moral rights in the Works, to the fullest extent permissible by law, and that the Individual(s) has agreed to hold on trust for TVI any such rights in which the legal title has not passed (or will not pass) to TVI. TVI agrees to provide to the Client a copy of this assignment on or before the date of this agreement.

9.3 TVI acknowledges that any Intellectual Property Rights in the Works and the Inventions that TVI or the Individual(s) is involved in creating or developing shall vest on creation in the Client absolutely and to the extent that they do not so vest TVI hereby assigns to the Client all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, TVI holds legal title in these rights and inventions on trust for the Client.

9.4 TVI undertakes to the Client:

- 9.4.1 to notify to the Client in writing full details of all Inventions promptly on their creation;
- 9.4.2 to keep confidential the details of all Inventions;
- 9.4.3 whenever requested to do so by the Client and in any event on the termination of the Engagement, promptly to deliver to the Client all correspondence,

documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in its or the Individual's possession, custody or power;

9.4.4 not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Client; and

9.4.5 to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Client.

9.5 TVI warrants and confirms that the Individual(s) has given written undertakings in the same terms to TVI:

9.5.1 it has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;

9.5.2 it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and

9.5.3 the use of the Works or the Intellectual Property Rights in the Works by the Client will not infringe the rights of any third party and confirms that the Individual(s) has given written undertakings in the same terms to TVI.

9.6 TVI undertakes to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of the Client and at any time either during or after the Engagement, as may, in the opinion of the Client, be necessary or desirable to vest the Intellectual Property Rights in, and register or obtain patents or registered designs in, the name of the Client and to defend the Client against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works. TVI confirms that the Individual(s) has given written undertakings in the same terms to TVI.

10 **Insurance and liability**

10.1 TVI shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to the Client and that the level of cover and other terms of insurance are acceptable to and agreed by the Client.

10.2 TVI shall on request supply to the Client copies of certificates of the Insurance Policies and evidence that the relevant premiums have been paid.

10.3 TVI shall comply (and shall procure that the Individual(s) complies) with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if TVI is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, TVI shall notify the Client without delay.

10.4 TVI's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be

limited to a sum equal to [the aggregate Fees paid by the Client in the preceding 12-month period]

11 Termination

11.1 Without prejudice to the provision of clause 2.2 of this agreement, either party may upon written notice to the other party, terminate this agreement with immediate effect and without any liability to make any further payment to TVI (other than in respect of amounts accrued before the Termination Date) if at any time:

11.1.1 a party or the Individual(s) commits any gross misconduct affecting the Business of the other party;

11.1.2 a party or the Individual(s) commits any material or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the other party;

11.1.3 a party makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the relevant party;

11.1.4 [the Individual(s) is/are incapacitated (including by reason of illness or accident) from providing the Deliverables for an aggregate period of 10 days in any 4 consecutive period and an appropriate Substitute is not provided by TVI; or]

11.1.5 a party or the Individual(s) commits any offence under the Bribery Act 2010.

11.2 The rights of the parties under clause 11.1 are without prejudice to any other rights that they might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the relevant party as having brought the agreement to an end. Any delay by a party in exercising its rights to terminate shall not constitute a waiver of these rights.

12 Obligations on termination or expiry

12.1 On expiry of this agreement (or, if earlier, the Termination Date), as soon as reasonably practicable, each party shall, and shall procure that the Individual(s) shall (as applicable):

12.1.1 deliver to the other party all Property and original Confidential Information which is in their possession or under their control; and

12.1.2 irretrievably delete any information relating to the Business of the other party stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its or his possession or under its or his control outside the premises of such party.

13 Status

13.1 The relationship of TVI (and the Individual(s)) to the Client will be that of independent contractor and nothing in this agreement shall render it (nor the Individual(s)) an

employee, worker, agent or partner of the Client and TVI shall not hold itself out as such and shall procure that the Individual(s) shall not hold himself out as such.

13.2 This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly TVI shall be fully responsible for and shall indemnify the Client or any Group Company for and in respect of:

13.2.1 any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Deliverables, or any payment or benefit received by the Individual(s) in respect of the Deliverables, where such recovery is not prohibited by law. TVI shall further indemnify the Client against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Client in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and/or

13.2.2 any liability arising from any employment-related claim, or any claim based on worker status (including reasonable costs and expenses) brought by the Individual or any Substitute against the Client arising out of or in connection with the provision of the Deliverables.

13.3 The Client may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to TVI.

14 Notices

14.1 Notices under this agreement shall be in writing and sent to a party's registered office (if a company) as set out on the first page of this agreement or its principal place of business (in any other case). Notices may be given, and shall be deemed received:

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

14.1.2 by hand: on delivery.

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

15 Entire agreement

15.1 Each party on behalf of itself and (in the case of the Client, as agent for any Group Companies) acknowledges and agrees with the other party (the Client acting on behalf of itself and as agent for each Group Company) that:

15.1.1 this agreement together with any documents referred to in it constitutes the entire agreement and understanding between TVI and the Client and any Group Company and supersedes any previous agreement between them relating to the Engagement (which shall be deemed to have been terminated by mutual consent);

15.1.2 in entering into this agreement neither party nor any Group Company has relied on any Pre-Contractual Statement; and

- 15.1.3 each party agrees that the only rights and remedies available to it or arising out of or in connection with any Pre-Contractual Statement shall be for breach of contract. Nothing in this agreement shall, however, operate to limit or exclude any liability for fraud.

16 **Variation**

No variation of this agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by the parties (or their authorised representatives).

17 **Counterparts**

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

18 **Third party rights and assignment**

- 18.1 Except as expressly provided elsewhere in this agreement, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 18.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person.
- 18.3 The Client may assign, novate or otherwise dispose of its rights and obligations under this agreement or any part of it to any Group Company.
- 18.4 TVI is permitted to assign the benefit of this agreement or sub-contract its obligations to a third party.

19 **Governing law and jurisdiction**

- 19.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 19.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1

Services and Deliverables

This Schedule describes the services to be performed and Deliverables to be provided by TVI on the terms and conditions of this agreement. Defined terms used in this Schedule shall have the meanings set out in the agreement unless the context requires otherwise.

[TO BE INSERTED BY TVI ONCE AGREED BETWEEN THE PARTIES]

1 Services

[TO BE INSERTED]

2 Deliverables

[TO BE INSERTED]

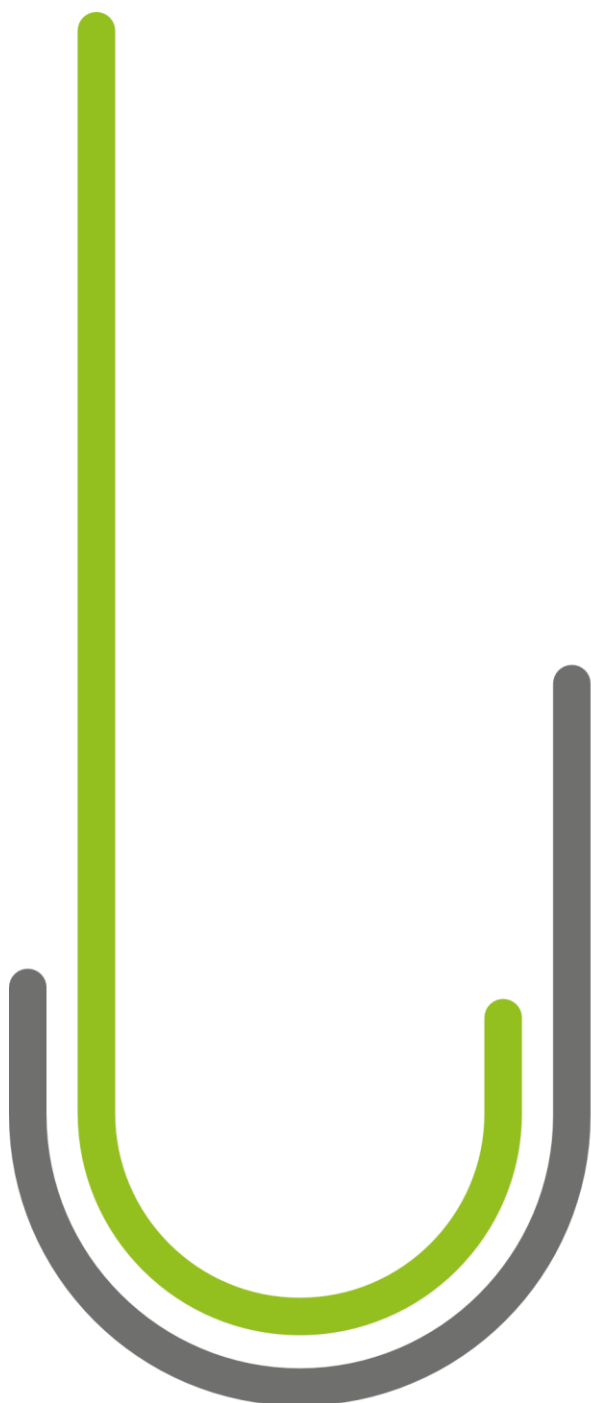
Schedule 2

Data Processing

The subject matter and duration of the Processing	[Insert a summary of the types of data (not just "Personal Data") that will be processed as part of the Deliverables and its duration of processing.]
The nature and purpose of the Processing	[Insert a summary of the nature and purpose of that processing.]
The type of Personal Data being Processed	[Insert a summary of the types/categories of Personal Data that will be processing (e.g. categories such as name, address, mobile phone number)]
The categories of Data Subjects	[Insert the types of individuals who will be the subject of processing by TVI (e.g. clients, users)]

This agreement has been executed and takes effect on the date stated at the beginning of it.

Executed by Triple Value Impact Limited	 Authorised signatory
Executed by [Client's Official Legal Name]	 Authorised Signatory



*experience, outcomes and
efficiencies*