

This Master Services Agreement is dated [DATE]

Parties

- (1) **CTI Digital Limited** incorporated and registered in England and Wales with company number 04884651 whose registered office is at South Central, 11 Peter Street, Manchester, M2 5QR (CTI)
- (2) **[FULL COMPANY NAME]** incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Client**)

(each of CTI and the Client being a **party** and together the **parties**.)

Background

- (A) CTI is an expert provider of consulting, creative, development, hosting, support and marketing digital services and can provide the Available Services.
- (B) The Client wishes to obtain and CTI wishes to provide the Available Services on the terms set out in this agreement.

Agreed terms

1. Interpretation

1.1 The following definitions and rules of interpretation apply in this agreement:

Affiliate: in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.

Applicable Data Protection Laws: means:

- a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which CTI is subject, which relates to the protection of personal data.

Applicable Laws: all applicable laws, statutes and regulation from time to time in force.

Available Services: means, web development services, support services, hosting services, growth services or experience services as provided by CTI to the Client from time to time.

Bribery Laws: means the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction.

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

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Change Request: has the meaning given in clause 7.1.

Charges: the sums payable for the Services as set out in a Statement of Work.

Control: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and controls, controlled and the expression change of control shall be construed accordingly.

Client's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Client, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services including any such items specified in a Statement of Work.

Client Materials: all documents, information, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to CTI in connection with the Services, including the items provided pursuant to clause 5.1(d).

Client Personal Data: any personal data which CTI processes in connection with this agreement, in the capacity of a processor on behalf of the Client.

CTI Materials: means all products, devices, software, computer programs, techniques, know-how, algorithms, specifications, source code and data procedures that have been or will be created, developed, or otherwise acquired by CTI (i) prior to the execution of this agreement; or (ii) during the term of this agreement but outside the scope of the Services or the Deliverables; or (iii) which have not been adapted to be bespoke for the Client in the provision of the Services and which have general utility to CTI outside of the scope of this agreement.

Deliverables: any output of the Services to be provided by CTI to the Client as specified in a Statement of Work.

EU GDPR: means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, 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 all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Milestone: a date by which a part or all of the Services is to be completed, as set out in a Statement of Work.

Services: the Available Services which are provided by CTI under a Statement of Work.

Statement of Work: a statement of work, agreed in accordance with clause 3, describing the Services to be provided by CTI to the Client.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.7 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to writing or written includes email.
- 1.10 A reference to this agreement or to any other agreement or document is a reference to this agreement or such other agreement or document, in each case as varied or novated from time to time.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 In the event of any conflict or inconsistency between different parts of this agreement, the following descending order of priority applies:
- 1.13.1 the Statement of Work;
- 1.13.2 the terms and conditions in this agreement.

2. Commencement and duration

- 2.1 This agreement shall commence on the date when it has been signed by all the parties and shall continue, unless terminated earlier in accordance with clause 2.2 or clause 13 (Termination),
- 2.2 Either party may give the other party 90 days' written notice to terminate this agreement or a Statement of Work. Such notice shall not expire:
- 2.2.1 earlier than the first anniversary of the date of this agreement; and

2.2.2 earlier than the last day of the calendar month occurring at least 90 days after the serving of notice.

2.3 The parties shall not enter into any further Statements of Work after the date on which notice to terminate is served under clause 2.2 or clause 13 (Termination) other than Statements of Work agreed in respect of offboarding and/or transfer to another supplier.

2.4 The Client may procure any of the Available Services by agreeing a Statement of Work with CTI pursuant to clause 3 (Statements of Work).

2.5 CTI shall provide the Services from the date specified in the relevant Statement of Work.

3. Statements of Work

3.1 Each Statement of Work shall be agreed in the following manner:

- (a) the Client shall ask CTI to provide any or all of the Available Services and provide CTI with as much information as CTI reasonably requests in order to prepare a draft Statement of Work for the Available Services requested;
- (b) following receipt of the information requested from the Client CTI shall, as soon as reasonably practicable either:
 - (i) inform the Client that it declines to provide the requested Available Services; or
 - (ii) provide the Client with a draft Statement of Work.
- (c) if CTI provides the Client with a draft Statement of Work pursuant to clause 3.1(b)(ii), CTI and the Client shall discuss and agree that draft Statement of Work; and
- (d) both parties shall sign the draft Statement of Work when it is agreed.

3.2 Once a Statement of Work has been agreed and signed in accordance with clause 3.1(d), no amendment shall be made to it except in accordance with clause 7 (Change control) or clause 19 (Variation).

3.3 Each Statement of Work shall be part of this agreement and shall not form a separate contract to it.

4. CTI's responsibilities

- 4.1 CTI shall use reasonable endeavours to provide the Services, and deliver the Deliverables to the Client, in accordance with a Statement of Work in all material respects.
- 4.2 CTI shall perform the Services with all due care and skill and to a professional standard and shall ensure that all personnel engaged by it in the performance of the Services are experienced and appropriately qualified for the task undertaken by them.
- 4.3 CTI shall use reasonable endeavours to meet the Milestones specified in a Statement of Work but any such dates shall be estimates only and time for performance by CTI shall not be of the essence of this agreement.
- 4.4 If CTI is required to attend the Client's premises in order to provide all or part of the Services, it shall observe, and shall use reasonable endeavours to ensure that its agents, subcontractors, consultants and employees, observe, all health and safety and security requirements that apply at the Client's premises and that have been communicated to CTI under clause 5.1(e), provided that it shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under this agreement.
- 4.5 Except as set out in this agreement:
- 4.5.1 CTI gives no warranty and makes no representations in relation to the Services; and
- 4.5.2 the conditions implied by the Supply of Goods and Services Act 1982 ss 12-16 are expressly excluded.

5. **Client's obligations**

- 5.1 The Client shall:
- (a) co-operate with CTI in all matters relating to the Services;
 - (b) appoint a manager in respect of the Services to be performed under each Statement of Work, as identified in the Statement of Work. That person shall have authority to contractually bind the Client on all matters relating to the relevant Services (including by signing Change Requests);
 - (c) provide, for CTI, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other

facilities as reasonably required by CTI in connection with the Services, including any such access as is specified in a Statement of Work;

- (d) provide to CTI in a timely manner all documents, information, items and materials in any form (whether owned by the Client or a third party) required under a Statement of Work (including identified dependencies) or otherwise reasonably required by CTI in connection with the Services and ensure that they are accurate and complete in all material respects;
- (e) inform CTI of all health and safety and security requirements that apply at the Client's premises;
- (f) ensure that all the Client's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services;
- (g) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable CTI to provide the Services;
- (h) provide access at reasonable times to all key individuals at the Client, as required under a Statement of Work or otherwise reasonably required by CTI in connection with the Services; and
- (i) comply with any additional responsibilities of the Client as set out in the relevant Statement of Work.

5.2 CTI shall not be liable for any delay or failure to provide the Services if CTI's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees (including by failure to provide any Client dependencies set out in the Statement of Work).

6. Non-solicitation and employment

The Client shall not, without the prior written consent of CTI, at any time from the date on which any Services commence to the expiry of 12 months after the completion of such Services, solicit or entice away from CTI or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of CTI in the provision of such Services.

7. Change control

7.1 Either party may propose changes to the scope or execution of the Services but no proposed changes shall come into effect until a relevant Change Request has been signed by both parties. A

Change Request shall be a document setting out the proposed changes and the effect that those changes will have on:

- (a) the Services;
- (b) the Charges;
- (c) the timetable for the Services; and
- (d) any of the other terms of the relevant Statement of Work.

7.2 If CTI wishes to make a change to the Services it shall provide a draft Change Request to the Client.

7.3 If the Client wishes to make a change to the Services:

- (a) it shall notify CTI and provide as much detail as CTI reasonably requires of the proposed changes, including the timing of the proposed change; and
- (b) CTI shall, as soon as reasonably practicable after receiving the information at clause 7.3(a), provide a draft Change Request to the Client.

7.4 If the parties:

- (a) agree to a Change Request, they shall sign it and that Change Request shall amend the relevant Statement of Work; or
- (b) are unable to agree a Change Request, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 29 (Multi-tiered dispute resolution procedure).

8. Charges and payment

8.1 In consideration of the provision of the Services by CTI, the Client shall pay the Charges.

8.2 The Charges exclude the following, which, unless otherwise specified in the Statement of Work, shall be payable by the Client as incurred and within 30 days following submission of an appropriate invoice:

- (a) the cost of hotel, subsistence, travelling and any other ancillary expenses incurred by the individuals whom CTI engages in connection with the Services as set out in the Statement of Work or as approved by the Client in writing in advance; and

- (b) the cost to CTI of any materials or services procured by CTI from third parties for the provision of the Services as set out in the Statement of Work or approved by the Client in writing in advance.

8.3 CTI may increase the Charges on an annual basis with effect from each anniversary of the date of this agreement in line with the higher of: (a) the percentage increase in the Retail Prices Index in the preceding 12-month period; and (b) 5%.

8.4 Unless otherwise specified in a Statement of Work, CTI shall invoice the Client for the Charges quarterly in advance.

8.5 The Client shall pay each invoice submitted to it by CTI within 30 days of receipt to a bank account nominated in writing by CTI from time to time.

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

- (a) the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
- (b) CTI may suspend part or all of the Services until payment has been made in full.

8.7 All sums payable to CTI under this agreement:

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

9. Intellectual property rights

9.1 Except as expressly set out in this clause 9, no IPRs of either party are transferred or licensed as a result of this Agreement.

9.2 In relation to the CTI Materials:

- (a) CTI and its licensors shall retain ownership of all IPRs in the CTI Materials;

- (b) CTI grants the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the CTI Materials for the purpose of receiving and using the Services and the Deliverables in its business; and
- (c) the Client may sub-license the rights granted in clause 9.2(b):
 - (i) to its Affiliates; and
 - (ii) to third parties for the purpose of the Client's receipt of services similar to the Services.

9.3 Subject to the Client's compliance with clause 8 (Charges and Payment), in relation to the Deliverables:

- (a) the Client shall retain ownership of all IPRs in the Deliverables (other than the CTI Materials);
- (b) CTI assigns absolutely with full title guarantee to the Client all IPRs in the Deliverables (other than the CTI Materials and the Client Materials).

9.4 In relation to the Client Materials, the Client:

- (a) and its licensors shall retain ownership of all IPRs in the Client Materials; and
- (b) grants to CTI a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of this agreement for the purpose of providing the Services to the Client.

9.5 CTI:

- (a) warrants that the receipt and use of the Services and the Deliverables by the Client shall not infringe the rights, including any Intellectual Property Rights, of any third party;
- (b) shall, subject to clause 12.6, indemnify the customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all other reasonable professional costs and expenses) suffered or incurred or paid by the Client arising out of or in connection with any claim brought against the Client for actual or alleged infringement of a third parties Intellectual Property Rights, arising out of, or in connection with, the receipt or use of the Services and Deliverables.

- (c) shall not be in breach of the warranty at clause 9.5(a), and the Client shall have no claim under the indemnity at clause 9.5(b) to the extent the infringement arises from:
 - (i) the use of Client Materials in the development of, or the inclusion of the Client Materials in, the Services or any Deliverable;
 - (ii) any modification of the Services or any Deliverable, other than by or on behalf of CTI; and
 - (iii) compliance with the Client's specifications or instructions, where infringement could not have been avoided while complying with such specifications or instructions and provided that CTI shall notify the Client if it knows or suspects that compliance with such specification or instruction may result in infringement.

9.6 The Client:

- (a) warrants that the receipt and use in the performance of this agreement by CTI, its agents, subcontractors or consultants of the Client Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
- (b) shall indemnify CTI against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred or paid by CTI arising out of or in connection with any claim brought against CTI, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights, arising out of, or in connection with, the receipt or use in the performance of this agreement of the Client Materials.

9.7 If either party (**Indemnifying Party**) is required to indemnify the other party (**Indemnified Party**) under this clause 9, the Indemnified Party shall:

- (a) notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 9.5(b) or clause 9.6(b) (as applicable) (**IPRs Claim**);
- (b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;

- (c) provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
- (d) not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

10. Data protection

- 10.1** For the purposes of this clause 10, the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the UK GDPR.
- 10.2** Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 10.3** The parties have determined that, for the purposes of Applicable Data Protection Laws, if applicable, CTI shall process the personal data as set out in the Schedule to this agreement as processor on behalf of the Client.
- 10.4** Should the determination in clause 10.3 change, the parties shall use all reasonable endeavours to make any changes that are necessary to this clause 10 and the Schedule.
- 10.5** Without prejudice to the generality of clause 10.2, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Client Personal Data to CTI and, if applicable, lawful collection of the same by CTI for the duration and purposes of this agreement.
- 10.6** In relation to the Client Personal Data, the Schedule sets out the scope, nature and purpose of processing by CTI, the duration of the processing and the types of personal data and categories of data subject.
- 10.7** Without prejudice to the generality of clause 10.2, CTI shall, in relation to Client Personal Data:
 - (a) process that Client Personal Data only on the documented instructions of the Client unless CTI is required by Applicable Laws to otherwise process that Client Personal Data (Purpose).

CTI shall inform the Client if, in the opinion of CTI, the instructions of the Client infringe Applicable Data Protection Laws;

- (b) implement reasonable technical and organisational measures to protect against unauthorised or unlawful processing of Client Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data, having regard to the state of technological development and the cost of implementing any measures;
- (c) ensure that any personnel engaged and authorised by CTI to process Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- (d) assist the Client insofar as this is possible (taking into account the nature of the processing and the information available to CTI), and at the Client's cost and written request, in responding to any request from a data subject and in ensuring the Client's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) notify the Client without undue delay on becoming aware of a personal data breach involving the Client Personal Data;
- (f) at the written direction of the Client, delete or return Client Personal Data and copies thereof to the Client on termination of the agreement unless CTI is required by Applicable Law to continue to process that Client Personal Data. For the purposes of this clause 10.7(f) Client Personal Data shall be considered deleted where it is put beyond further use by CTI; and
- (g) maintain records to demonstrate its compliance with this clause 10.

10.8 The Client provides its prior, general authorisation for CTI to:

- (a) appoint processors to process the Client Personal Data, provided that CTI:
 - (i) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on CTI in this clause 10;
 - (ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of CTI; and

(iii) shall inform the Client of any intended changes concerning the addition or replacement of the processors provided that if the Client objects to the changes and cannot demonstrate, to CTI's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Client shall indemnify CTI for any losses, damages, costs (including legal fees) and expenses suffered by CTI in accommodating the objection.

(b) transfer Client Personal Data outside of the UK as required for the Purpose, provided that CTI shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Client shall promptly comply with any reasonable request of CTI, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).

10.9 Either party may, at any time on not less than 30 days' notice, revise this clause 10 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

11. Confidentiality

11.1 Each party undertakes that it shall not at any time during this agreement, and for a period of two years after termination or expiry of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 11.2(a).

11.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

12. Limitation of liability

12.1 References to liability in this clause 12 (Limitation of liability) include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12.2 Nothing in this clause 12 shall limit the Client's payment obligations under this agreement.

12.3 Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation.

12.4 Subject to clause 12.3 (liabilities which cannot legally be limited), CTI's total liability to the Client:

- (a) for loss arising from CTI's IPR indemnities obligations under clause 9.5 or a failure to comply with its data processing obligations under clause 10 (Data protection) shall not exceed the higher of: (i) 2x the amount of Charges payable to CTI during the preceding 12 month period; or (ii) £1,000,000; and
- (c) for all other loss or damage which does not fall within subclause (a) shall not exceed the amount of Charges payable to CTI during the preceding 12 month period.

12.5 Subject to clause 12.3 (liabilities which cannot legally be limited), the Client's total liability to CTI:

- (a) for loss arising from the Client's IPR indemnities obligations under clause 9.6 or a failure to comply with its data processing obligations under clause 10 (Data protection) shall not exceed the higher of: (i) 2x the amount of Charges payable to CTI during the preceding 12 month period; or (ii) £1,000,000; and
- (b) for all other loss or damage which does not fall within subclause (a) shall not exceed the amount of Charges payable to CTI during the preceding 12 month period.

12.6 Subject to clause 12.2 (No limitation on the customer's payment obligations) and clause 12.3 (Liabilities which cannot legally be limited), neither party shall have liability to the other party for any of the following types of losses:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill;
- (g) wasted expenditure; and
- (h) special, indirect or consequential loss (including losses arising in respect of engaging another supplier to replace CTI).

13. Termination

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

- (a) the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) the other party applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;

- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- (g) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1(b) to clause 13.1(i) (inclusive);
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (m) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

13.2 Without affecting any other right or remedy available to it, CTI may terminate this agreement with immediate effect by giving written notice to the Client if:

- (a) the Client fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or

- (b) there is a change of Control of the Client.

14. Obligations on termination and survival

14.1 Obligations on termination or expiry

On termination or expiry of this agreement:

- (a) CTI shall immediately stop the performance of all Services (unless otherwise agreed in writing);
- (b) the Client shall immediately pay to CTI all of CTI's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, CTI may submit an invoice, which shall be payable immediately on receipt; and
- (c) CTI shall on request promptly return any of the Client Materials.

14.2 Survival

- (a) On termination or expiry of this agreement, all existing Statements at Work shall terminate automatically.
- (b) Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
- (c) Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- (d) The following clauses of this agreement shall survive termination, however caused: clause 6 (Non-solicitation and employment); clause 10 (Data protection); clause 11 (Confidentiality); clause 12 (Limitation of liability); clause 14 (Obligations on termination and survival); clause **26** (Third party rights); clause 27, (Notices); clause 29 (Multi-tiered dispute resolution procedure); clause 30 (Governing law) and clause 31 (Jurisdiction).

15. Force majeure

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

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident; and
- (g) interruption or failure of utility service.

15.2 Provided it has complied with clause 15.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

15.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

15.4 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 30 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

15.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 60 days, the party not affected by the Force Majeure Event may terminate this agreement by giving written notice to the Affected Party.

16. Anti-bribery

The Client shall ensure that it and each of its agents, subcontractors, consultants and employees does not, by any act or omission, place CTI in breach of any Bribery Laws and ensures that it has in place adequate procedures to prevent any breach of this clause 16.

17. **Modern Slavery**

The Client undertakes, warrants and represents that:

17.1 neither the Client, nor any of its agents, subcontractors, consultants and employees has:

- (a) committed an offence under the Modern Slavery Act 2015 (**MSA Offence**);
- (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015.

17.2 it shall:

- (a) comply with the Modern Slavery Act 2015; and
- (b) notify CTI immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Client's obligations under this clause 17. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Client's obligations.

18. **Assignment and other dealings**

18.1 The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

18.2 CTI may at any time assign, transfer mortgage, charge, subcontract delegate, declare a trust over or deal in any other manner with any or all of its rights under this agreement.

19. **Variation**

Subject to clause 8 (Change control), no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20. Waiver

20.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

20.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

21. Rights and remedies

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

22. Severance

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

23. Entire agreement

23.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

23.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

24. Conflict

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

25. No partnership or agency

- 25.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 25.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

26. Third party rights

- 26.1 Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 26.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

27. Notices

- 27.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by email to:

Client: []

CTI: legal@ctidigital.com
- 27.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting; or
 - (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 27.2(c), business hours means

9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

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

28. Counterparts

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

29. Multi-tiered dispute resolution procedure

29.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it **(Dispute)** then except as expressly provided in this agreement, 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 [EMPLOYEE TITLE] of the Client and Project Manager of CTI shall attempt in good faith to resolve the Dispute;
- (b) if the [EMPLOYEE TITLE] of the Client and Project Manager of CTI are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the [SENIOR OFFICER TITLE] of the Client and Head of Client Services of CTI who shall attempt in good faith to resolve it; and
- (c) if the [SENIOR OFFICER TITLE] of the Client and Head of Client Services of CTI are for any reason unable to resolve the Dispute within 30 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. 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. The mediation will start not later than 30 days after the date of the ADR notice.

29.2 If the Dispute is not resolved within 60 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation or the mediation terminates, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 29.

30. Governing law

This agreement 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.

31. Jurisdiction

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 agreement or its subject matter or formation.

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

Schedule

Processing, personal data and data subjects

Particulars of processing

- 1 Subject matter of processing

[For the purpose of providing the Services]
- 2 Duration of processing

[For the term of providing the Services]
- 3 Nature and purpose of processing

[Collection of, and access to, data from customers and potential customers of the Client via forms completed on the Client's website.]
- 4 Types of personal data

[e.g.
 - Names
 - Email addresses
 - Telephone numbers
 - Cookie data
 - IP address]
- 5 Categories of data subject

[e.g. Client's customers and potential customer, personnel of the Client]
- 6 Special categories of Personal Data

N/A

Signed by

for and on behalf of **CTI
Digital Limited**

.....

Authorised Signatory

Signed by **[NAME OF
SIGNATORY]** for and on
behalf of **[NAME OF CLIENT]**

.....

Authorised Signatory