

Services Agreement

Rada in Business Limited

and

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THIS AGREEMENT is dated

2021

BETWEEN:

- (1) **RADA IN BUSINESS LIMITED** incorporated and registered in England and Wales with company number 03999577 whose registered office is at 18-22 Chenies Street, London, WC1E 7PA ("**RB**"); and
 - (2) [**FULL COMPANY NAME**] incorporated and registered in [Jurisdiction] with company number [●] whose registered office is at [●] (the "**Client**"),
- each a "**party**", together the "**parties**".

RECITALS

- (A) RB is in the business of providing services that include, but are not limited to, training courses for individuals and teams, advice and support on a range of enterprise issues, and programmes of development for individuals, teams and enterprises.
- (B) The Client wishes to obtain and RB wishes to provide the Services to the Client on the terms set out in this agreement.

THE PARTIES agree as follows:

1. **INTERPRETATION**

- 1.1 Unless the context requires otherwise, the following definitions and rules of interpretation apply in this agreement:

"Adequate Country" means a country or territory outside the European Economic Area that the European Commission has deemed to provide an adequate level of protection for Personal Data pursuant to a decision made in accordance Article 45(1) of the GDPR or similar provisions under any other Data Protection Legislation;

"Applicable Laws" means all applicable laws, statutes, regulation and codes from time to time in force;

"Approved Subprocessor" means each: (i) Existing Subprocessor; and (ii) New Subprocessor;

"Background IP" means any Intellectual Property Rights belonging to a party at the date of this agreement or which arise, are acquired by or are licensed to a party during the term of this agreement independently of the performance or receipt of any Services under this agreement;

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

"Change" means a change to this agreement;

"Change Order" means a written request for a Change which is submitted by one party to the other pursuant to clause 8 (Change control);

"Charges" means the sums payable for the Services as set out in schedule 1;

"Commencement Date" means the date set out at beginning of this agreement;

"Client's Equipment" means any equipment, including tools, systems, cabling or facilities, provided by the Client which is used directly or indirectly in the supply of the Services including any such items specified in schedule 1;

"Client Materials" means 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 RB in connection with the Services, including the items provided pursuant to clause 6.1(d);

"Client Personal Data" means any Personal Data processed by RB or any authorised Subprocessor, pursuant to or in connection with this agreement;

"Confidential Information" means in relation to this agreement and the Services all confidential information (however recorded, preserved or disclosed) disclosed by a party to the other party in the course of negotiating, performing or receiving Services under this agreement including any information that would be regarded as confidential by a reasonable business person relating to:

- (a) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the party disclosing the information;
- (b) the operations, processes, product information, know-how, designs, trade secrets or software of the party disclosing the information; and
- (c) any information or analysis derived from Confidential Information;

"COVID-19 Related Event" shall mean any event or circumstance which is related to the Coronavirus (Covid-19) outbreak which is ongoing as at the Commencement Date and affects a party's performance of its obligations under this agreement (excluding the Client's obligations to pay for Services properly rendered when due);

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time relating to Personal Data which apply to a party including the General Data Protection Regulation ((EU) 2016/679) ("**GDPR**") as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "**UK GDPR**") and the Data Protection Act 2018;

"Disclosing Party" means the party disclosing Confidential Information to the Receiving Party;

"Existing Subprocessor" means each Subprocessor, including coaches and consultants, appointed by RB to process Personal Data as at the Commencement Date;

"Force Majeure Event" has the meaning given to that term in clause 17.1;

"Foreground IP" means any Intellectual Property Rights that arise, or which are created, devised or developed in the course of performing or receiving Services under this agreement;

"Insolvent" means an event where any one of the following occurs in relation to a party:

- (a) any step or action is taken, any notice, document, petition or application is filed at court, or any resolution is passed, in connection with that party entering administration, a moratorium, provisional liquidation, a company voluntary arrangement, an arrangement under Part 26A of the Companies Act 2006 or any other composition or arrangement with its creditors (other than in relation to a solvent restructuring), bankruptcy, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring) or having a receiver appointed over any of its assets;

- (b) an event similar or analogous to those listed in (a) above occurs under the law of any jurisdiction of a party; or
- (c) a party suspends, or threatens to suspend, or ceases, or threatens to cease, to carry on all or a substantial part of its business;

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, 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;

"New Subprocessor" means any Subprocessor, with the exception of consultants and coaches, to which RB wishes to delegate the processing of Personal Data;

"RB's Equipment" means any equipment, including tools, systems, cabling or facilities, provided by RB to the Client and used directly or indirectly in the supply of the Services, including any such items specified in schedule 1 but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Client;

"Receiving Party" means the party receiving the Confidential Information from the Disclosing Party;

"Reference Charges" means the standard charges for services that RB may provide or the framework for calculating them as set out in schedule 2;

"Restricted Country" means a country or territory outside the European Economic Area that is not an Adequate Country;

"Restricted Transfer" means: (i) a transfer of Personal Data from the Client to RB in a Restricted Country; or (ii) an onward transfer of Personal Data from RB to a Subprocessor in a Restricted Country, (in each case) where such transfer would be prohibited by Data Protection Legislation without a legal basis therefor under Chapter V of the UK GDPR;

"Retail Prices Index" means the all items Retail Price Index published by the Office for National Statistics (or equivalent index published by any successor organisation);

"Services" means the services set out in schedule 1;

"Special Conditions" means terms and conditions agreed by the parties and set out in schedule 1;

"Standard Contract Clauses" means the Standard Contractual Clauses (processors) for the purposes of Article 26(2) of Directive 95/46/EC set out in Decision 2010/87/EC as the same are revised or updated from time to time by the European Commission;

"Subprocessor" means any Processor appointed by or on behalf of RB to process Client Personal Data;

"Supervisory Authority" means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Legislation; and

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

- 1.2 The terms "**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**processing**" and "**Processor**" shall have the same meaning as in the UK GDPR, and their cognate terms shall be construed accordingly.
- 1.3 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 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.
- 1.6 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and vice versa, and a reference to a gender shall include all genders.
- 1.8 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and to all subordinate legislation made under that statute or statutory provision.
- 1.10 A reference to writing or written includes email provided such emails are sent from a domain owned by a party.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12 A reference to this agreement or to any other agreement or document referenced in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.13 "**holding company**" means a holding company (as defined by section 1159 of the Companies Act 2006) or a parent undertaking (as defined by section 1162 of the Companies Act 2006). "**subsidiary**" means a subsidiary undertaking (as defined by section 1162 of the Companies Act 2006) or a subsidiary (as defined by section 1159 of the Companies Act 2006).
- 1.14 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.
- 1.15 Any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended or re-enacted on or after IP completion day as defined in section 39 of the European Union (Withdrawal Agreement) Act 2020.

2. **COMMENCEMENT AND DURATION**

2.1 This agreement shall begin on the Commencement Date and, unless terminated earlier, shall terminate automatically without notice on the date specified in schedule 1 or when the Services have been properly rendered.

3. **PROVISION OF THE SERVICES**

3.1 In consideration of the payment by the Client of the Charges, RB shall provide the Services as set out in schedule 1.

3.2 RB shall provide the Services from the date specified in schedule 1.

3.3 Unless terminated earlier, this agreement shall be deemed completed on the date on which the Services to be performed under it have been performed (including where they are performed remotely via any communications medium) and the Client has paid for all Services properly rendered under it.

3.4 Once this agreement has been agreed and signed in accordance with clause 1, no amendment shall be made to it except in accordance with clause 8 (Change control) or clause 20 (Variation).

4. **CANCELLATION**

If the Client requests the cancellation of some or all of the Services that were to be provided under this agreement for reasons other than a Force Majeure Event or a COVID-19 Related Event, it shall be liable to pay the cancellation charges as set out in schedule 1.

5. **RB'S RESPONSIBILITIES**

5.1 RB shall use reasonable endeavours to provide the Services to the Client in accordance with schedule 1 in all material respects.

5.2 RB shall use reasonable endeavours to meet any performance dates specified in schedule 1 but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

5.3 RB shall appoint a manager under this agreement, and such person shall be identified by way of written communication from RB to the Client as soon as reasonably practicable following the execution of this agreement. That person shall have authority to contractually bind RB on all matters relating to the relevant Services. RB shall use reasonable endeavours to ensure that the same person acts as RB's manager throughout the term of the Services.

5.4 RB shall use reasonable endeavours to observe health and safety and security requirements relevant to delivery of the Services that apply at any of the Client's premises and that have been communicated to it under clause 6.1(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.

6. **CLIENT'S OBLIGATIONS**

6.1 The Client shall:

(a) co-operate with RB in all matters relating to the Services;

(b) appoint a manager in respect of the Services to be performed under this agreement who shall be identified by way of written communication from the Client to RB as soon as reasonably practicable following the execution of this agreement and that

person shall have authority to contractually bind the Client on all matters relating to the relevant Services;

- (c) provide for RB, 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 RB including any such access as is specified in schedule 1;
- (d) provide to RB in a timely manner all documents, information, items and materials in any form (whether owned by the Client or a third party) required under schedule 1 or otherwise reasonably required by RB in connection with the Services and ensure that they are accurate and complete in all material respects;
- (e) inform RB of health and safety and security requirements relevant to delivery of the Services and that apply at any of 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 by RB;
- (g) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable RB to provide the Services, including in relation to the installation of RB's Equipment, the use of all Client Materials and the use of the Client's Equipment insofar as such licences, consents and legislation relate to the Client's business, premises, staff and equipment, in all cases before the date on which the Services are to commence; and
- (h) ensure that any participant, whether employed by or otherwise connected to the Client, who features in, or is otherwise engaged with, any content produced in connection with the Services (in writing and prior to the commencement of the delivery of the Services under each and any SoW):
 - (i) assigns all and any rights and future rights (including but not limited to copyright and performer's rights) arising in their performance, to RB; and
 - (ii) grants an express release of their image rights arising out of their involvement with the provision of the Services including but not limited to their name, image, voice, likeness, biographic information and appearance ("**Image Rights**") and the right to use the participant's Image Rights in any form and across all and any media including online and on social media for all and any purpose, and
- (i) waives any right to approve, inspect or edit any content (in whatever form and media) arising out of or produced in connection with the Services.
- (j) comply with any additional responsibilities of the Client as set out in schedule 1.

6.2 If RB's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Client then, without prejudice to any other right or remedy it may have, RB shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client and shall be entitled to charge the Client for any additional costs incurred by it as a result of such delay.

6.3 RB may use the Client's name, logos and testimonials for promotional purposes.

7. **NON-SOLICITATION**

7.1 The Client shall not without the prior written consent of RB, at any time from the date on which any Services commence to the expiry of twelve (12) months after the completion of such Services, solicit or entice away from RB or employ or attempt to employ any person

who is, or has been, engaged as an employee, consultant or subcontractor of RB in the provision of such Services.

- 7.2 The restriction under clause 7.1 shall not prohibit the Client from employing such persons:
- (a) who has responded to a bona fide recruitment advertisement not specifically targeted at such person;
 - (b) who approaches the Client on an unsolicited basis; or
 - (c) following cessation of such person's contractual engagement with RB without any solicitation or encouragement by the Client.
- 7.3 Any consent given by RB in accordance with clause 7.1 shall be subject to the Client paying to RB a sum equivalent to thirty (30) per cent of the then current annual remuneration of RB's employee, consultant or subcontractor or, if higher, thirty (30) per cent of the annual remuneration to be paid by the Client to that employee, consultant or subcontractor.

8. **CHANGE CONTROL**

- 8.1 Either party may, at any time, request a Change in accordance with the provisions of this clause 8 (Change control).
- 8.2 A Change Order shall set out a summary description of the proposed Change and the effect that the Change will have on:
- (a) the Services;
 - (b) the Charges;
 - (c) the timetable for delivery of the Services; and
 - (d) any other terms of this agreement.
- 8.3 If RB wishes to make a Change it shall provide a draft Change Order to the Client.
- 8.4 If the Client wishes to make a Change:
- (a) it shall notify RB and provide as much detail as RB reasonably requires of the proposed Change, including the timing of the proposed Change; and
 - (b) RB shall, as soon as reasonably practicable after receiving the information at clause 8.4(a), provide a draft Change Order to the Client.
- 8.5 If the parties:
- (a) agree to a Change Order, they shall sign it and that Change Order shall amend this agreement; or
 - (b) are unable to agree a Change Order, this agreement shall not be amended by that Change Order.
- 8.6 RB may charge for the time it spends preparing and negotiating Change Orders which implement Changes proposed by the Client pursuant to clause 8.4 on a time and materials basis at RB's fee rates specified in schedule 2.

9. **CHARGES AND PAYMENT**

- 9.1 In consideration of the provision of the Services by RB, the Client shall pay the Charges as set out in the schedule 1.
- 9.2 The Charges exclude the following (that are payable by the Client in addition to the Charges):
- (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom RB engages in connection with the Services; and
 - (b) the cost to RB of any materials or services procured by RB from third parties for the provision of the Services.
- 9.3 Save where agreed otherwise in writing, RB shall invoice the Client for the Charges as soon as reasonably practicable following the signature of this agreement.
- 9.4 The Client shall pay each invoice submitted to it by RB within thirty (30) days of receipt to a bank account nominated in writing by RB from time to time.
- 9.5 Without prejudice to any other right or remedy that it may have, if the Client fails to pay RB 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 four (4) per cent a year above the Bank of England's base rate from time to time, but at four (4) per cent a year for any period when that base rate is below zero (0) per cent; and
 - (b) RB may at its discretion suspend part or all of the Services until payment has been made in full.
- 9.6 All sums payable to RB under this agreement:
- (a) are to be paid in British Pounds Sterling;
 - (b) are to be paid in full without any deduction in relation to currency conversion and bank charges;
 - (c) 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
 - (d) 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).

10. **INTELLECTUAL PROPERTY RIGHTS**

- 10.1 Each party shall retain ownership of its Background IP (including but not limited to Client Materials), and no rights in the Background IP of either party shall be transferred as a result of this agreement.
- 10.2 In relation to the Client Materials, the Client hereby grants to RB a non-exclusive, royalty-free, non-transferable licence to copy, modify, reproduce and use the Client Materials and any other relevant Background IP for the term of this agreement for the purpose of providing the Services to the Client and carrying out any obligations under this agreement.
- 10.3 All Foreground IP shall vest in RB.
- 10.4 RB hereby grants to the Client:

- (a) a non-exclusive, royalty-free, non-transferable licence for the term of this agreement to copy, modify, reproduce and use any Background IP provided by RB for the purpose of receiving the Services under this agreement; and
 - (b) a perpetual, non-exclusive, royalty-free, non-sublicensable, non-transferable licence to copy and use for its own internal purposes:
 - (i) any Foreground IP; and
 - (ii) any Background IP subsisting in any materials provided to the Client in the course of, or for the purposes of, the provision or receipt of any Services under this agreement.
- 10.5 The Client shall not film, record, photograph, broadcast, publish or transcribe any Services or training provided as part of the Services, whether delivered in-person or virtually, without the express written permission of RB. In any event, any Intellectual Property Rights subsisting in any film, recording, photograph, broadcast, publication or transcription of any Services or training provided as part of the Services shall belong to RB.
- 10.6 RB:
- (a) warrants that, to the best of its knowledge, the receipt and use of the Services by the Client in accordance with the terms of this agreement shall not infringe the rights, including any Intellectual Property Rights, of any third party;
 - (b) shall not be in breach of the warranty at clause 10.6(a) 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;
 - (ii) any modification of the Services, other than by or on behalf of RB; and
 - (iii) compliance with the Client's specifications or instructions.
- 10.7 The Client warrants that the receipt and use in the performance of this agreement by RB, its agents, subcontractors or consultants of the Client Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party.

11. **COMPLIANCE WITH LAWS AND POLICIES**

- 11.1 In performing its obligations under this agreement, each party shall comply with the Applicable Laws to which a party is subject.
- 11.2 Changes to the Services required as a result of changes to the Applicable Laws shall be agreed via the change control procedure set out in clause 8 (Change control).

12. **DATA PROTECTION**

- 12.1 Each party will comply with all applicable requirements of the Data Protection Legislation when processing Personal Data. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. RB shall be the Processor and the Client shall be the Controller in connection with the Client Personal Data processed under this agreement.
- 12.2 schedule 3 to this agreement sets out certain information regarding RB's processing of Client Personal Data as required by Article 28(3) of the UK GDPR in connection with the Services.

- 12.3 Without prejudice to the generality of clause 12.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Client Personal Data to RB for the duration and purposes of this agreement.
- 12.4 Without prejudice to the generality of clause 12.1, RB shall, in relation to any Client Personal Data processed in connection with the performance by RB of its obligations, as Processor, under this agreement:
- (a) process that Client Personal Data only on the documented written instructions of the Client as set out in this agreement unless RB is required by Applicable Laws to otherwise process that Client Personal Data in which case RB shall inform the Client of that legal requirement before such processing, unless that law prohibits such information on important grounds of public interest;
 - (b) ensure that it has in place appropriate 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, 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 including, as appropriate, the measures referred to in Article 32(1) of the UK GDPR and the Client acknowledges that as Controller it has a responsibility to ensure the appropriateness of such technical and organisational measures given the nature and processing activities to be undertaken by RB;
 - (c) ensure that all personnel including consultants and coaches who have access to and/or process Client Personal Data are obliged to keep the Client Personal Data confidential;
 - (d) taking into account the nature of the processing, assist the Client, at the cost of the Client, to respond to requests from Data Subjects exercising Data Subject rights under the Data Protection Legislation;
 - (e) provide reasonable assistance to the Client, at the cost of the Client, with any data protection impact assessments, and prior consultations with Supervisory Authorities which the Client reasonably considers to be required by Article 35 or 36 of the GDPR or similar provisions under any other Data Protection Legislation, in each case solely in relation to processing of Client Personal Data by RB and taking into account the nature of the processing and information available to RB;
 - (f) notify the Client without undue delay on becoming aware of a Personal Data Breach providing the Client with sufficient information which allows the Client to meet any obligations to report a Personal Data Breach under the Data Protection Legislation. Such notification shall as a minimum:
 - (i) describe the nature of the Personal Data Breach, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned;
 - (ii) communicate the name and contact details of RB's data protection officer or other relevant contact from whom more information may be obtained;
 - (iii) describe the likely consequences of the Personal Data Breach; and
 - (iv) describe the measures taken or proposed to be taken to address the Personal Data Breach;
 - (g) at the written request of the Client, delete or return Client Personal Data and copies thereof to the Client on termination of this agreement unless required by Applicable

Laws to store the Client Personal Data or to retain the Client Personal Data in accordance with RB's data retention policy;

- (h) provide the Client a copy of RB's most recent audit results undertaken by a third party auditor to demonstrate RB's compliance with its obligations under this clause 12 and shall make available to the Client all information reasonably requested by the Client, at the cost of the Client, to demonstrate its compliance with the requirements of this clause 12; and
- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause 12.

12.5 The Client instructs RB (and authorises RB to instruct each Approved Subprocessor) to process Client Personal Data, including to transfer Client Personal Data outside of the European Economic Area and the United Kingdom, as reasonably necessary to provide the Services.

12.6 The Client agrees that, in any communication with Data Subjects or a Supervisory Authority relating to Client Personal Data, it shall:

- (a) act in good faith;
- (b) not misrepresent RB or its Approved Subprocessors; and
- (c) to the extent permitted by the relevant Data Protection Legislation and other Applicable Laws, consult in advance with RB in relation to such communication,

provided always that nothing in this clause 12.6 shall cause or require the Client to miss any response or reporting deadlines specified in the Data Protection Legislation.

12.7 **Subprocessors**

- (a) RB may continue to use those Existing Subprocessors already engaged by RB as at the Commencement Date.
- (b) RB shall give the Client reasonable prior notice of the appointment of any New Subprocessor. The Client shall raise any reasonable objections to the appointment of the New Subprocessor in writing within ten (10) Business Days of such notice. RB shall take reasonable steps to address any objections raised by the Client and provide the Client with a reasonable written explanation of the steps taken.
- (c) Each New Subprocessor shall become an Approved Subprocessor on the completion of:
 - (i) RB providing notice to the Client as envisaged by clause 12.7(b); and
 - (ii) satisfaction of all of the conditions in clauses 12.7(d) and (e) below in respect of that New Subprocessor.
- (d) RB shall enter into a written agreement with each Approved Subprocessor, its consultants and coaches which includes terms that offer at least the same level of protection for Client Personal Data as those set out in this clause 12 and meet the requirements of Article 28 (3) of the UK GDPR.
- (e) If the arrangement with an Approved Subprocessor involves a Restricted Transfer, RB will ensure that one of the safeguards set out in Article 46 of the GDPR has been properly and appropriately implemented and maintained in respect of that Restricted Transfer. Where reliance is placed on the Standard Contract Clauses, the Client

hereby appoints RB as its agent for the limited purposes of executing the Standard Contract Clauses.

- (f) RB shall remain fully liable to the Client for any failure by each Approved Subprocessor to fulfil its obligations in relation to the processing of any Client Personal Data.

12.8 **Restricted Transfers**

- (a) To extent that any processing by RB of Client Personal Data involves a Restricted Transfer, the parties agree that:

- (i) The Client – as "data exporter"; and
- (ii) RB – as "data importer",

shall enter into the Standard Contract Clauses in respect of that Restricted Transfer and the associated Processing in accordance with clause 12.8(b).

- (b) In respect of any Standard Contract Clauses entered into pursuant to clause 12.8(a):

- (i) Clause 9 of such Standard Contract Clauses shall be populated as follows:

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

- (ii) Clause 11(3) of such Standard Contract Clauses shall be populated as follows:

"The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established."

- (iii) Appendix 1 to such Standard Contract Clauses shall be populated with the corresponding information set out in schedule 3 and as applicable any additional data processing information set out in schedule 1.

- (iv) Appendix 2 to such Standard Contract Clauses shall be populated as follows:

"The technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) are those established and maintained under clause 12 of this agreement."

- (c) In respect of any Restricted Transfer between the Client and RB described in clause 12.8(a), the Standard Contract Clauses shall be deemed to come into effect under clause 12.8(a) automatically upon the commencement of the relevant Restricted Transfer provided that clause 12.8(a) shall not apply to a Restricted Transfer unless its effect is to allow the relevant Restricted Transfer and the associated processing to take place without breach of Data Protection Legislation (e.g. clause 12.8(a), together with any associated Standard Contract Clauses, will not apply or will cease to apply (as applicable), in the event that the United Kingdom, having ceased to be a member state of the European Union, becomes the subject of an 'adequacy' decision of the European Commission).

- (d) Clause 12.8 shall not apply to a Restricted Transfer unless entry into the Standard Contract Clauses referred to therein is required to allow the relevant Restricted Transfer and the associated processing to take place without breach of Data Protection Legislation.

12.9 In the event that there is change in the Data Protection Legislation or a decision from EU authorities or courts in relation to requirements for transfers of Client Personal Data outside of the European Economic Area and the United Kingdom which requires amendments to the provisions of the agreement, and/or the Standard Contract Clauses ("**Change in Law**"), the parties shall work together in good faith to agree on any changes to this Agreement and/or the Standard Contract Clauses that are required in order to comply with the Change in Law.

13. **CONFIDENTIALITY**

13.1 Each party undertakes that it shall keep Confidential Information confidential and not at any time during this agreement, and for a period of five years after expiry or termination of this agreement, disclose to any person any Confidential Information except as permitted by clause 13.2.

13.2 Each party may disclose the other party's Confidential Information:

(a) to its employees, officers, representatives 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 or advisers to whom it discloses the Disclosing Party's Confidential Information comply with this clause 13 and are subject to obligations of confidentiality no less onerous than the terms of this clause 13; and

(b) as may be required by Applicable Laws, a court of competent jurisdiction or any governmental, administrative or regulatory authority.

13.3 To the extent that such information is required to be disclosed pursuant to clause 13.2(b) to which the Receiving Party is subject, provided that the Receiving Party shall, if it is not so prohibited by Applicable Laws, provide the Disclosing Party with prompt notice of any such requirement or request so that that the Disclosing Party may seek an order that the Confidential Information does not have to be disclosed or an appropriate protection order or assurance that confidentiality is accorded to the information that the Receiving Party is required to disclose. The Receiving Party shall, at the Disclosing Party's reasonable cost, provide the Disclosing Party with reasonable assistance in any action taken by the Disclosing Party to obtain such order or assurance.

13.4 The Receiving Party undertakes to the Disclosing Party that it shall establish and maintain adequate security measures to protect Disclosing Party's Confidential Information from unauthorised disclosure, copying or use.

13.5 The Receiving Party shall not use the Disclosing Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations, in the case of the Client, under or in connection with this agreement.

13.6 The provisions of clauses 13.1 to 13.5 above shall not apply to any Confidential Information which:

(a) is at the date of this agreement or any time thereafter becomes publicly known other than by breach of this agreement;

(b) can be shown by the Receiving Party to the Disclosing Party's reasonable satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party; or

(c) becomes available to the Receiving Party on a non-confidential basis from a third party otherwise than in breach of any obligation of confidentiality.

13.7 The Client shall ensure that it only discloses Confidential Information to RB which is required to be disclosed for the purposes of this agreement and supply of the Services.

14. **LIMITATION OF LIABILITY**

14.1 Nothing in this agreement limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

14.2 RB shall have no liability to any person other than the Client in respect of any Services supplied under this agreement.

14.3 Subject to clause 14.1, each party's total aggregate liability to the other party for all losses, damage, fines, compensation payments or other liability arising from breaches of clauses 10 (Intellectual property rights), 12 (Data protection) and 13 (Confidentiality), whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, shall not exceed £250,000.

14.4 Subject to clauses 14.1 and 14.3, each party's total aggregate liability to the other party for all other losses or liability arising under or in connection with this agreement (excluding those that fall subject to clause 14.5), whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, shall not exceed the value of the Charges paid under this agreement.

14.5 Subject to clause 14.1, in no event shall either party be liable to the other for:

- (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 (in each case in respect of clause 14.5(a) to (f) (inclusive), whether such loss is direct or indirect); or
- (g) indirect or consequential loss,

but, for the avoidance of doubt, this does not limit the Client's obligations to pay for Services properly rendered when due.

14.6 RB has given commitments as to compliance of the Services with relevant specifications in clause 5.1. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

14.7 Except as specifically set forth or referenced in this agreement, RB provides no representations, warranties, or conditions, express, implied, statutory or otherwise, regarding any matter, including any implied warranties or conditions of quality, workmanship, safety, legal compliance or fitness for a particular purpose. Without limiting

the generality of the foregoing, the Client acknowledges that its purchase of the Services is based upon its own assessment of the Services and not on any reliance on anticipated or projected results or the achievement of a particular purpose or result.

- 14.8 Unless a party notifies the other that it intends to make a claim in respect of an event within the notice period, the other party shall have no liability for that event. The notice period for an event shall start on the day on which the claiming party became, or ought reasonably to have become, aware of the event having occurred and shall expire twelve (12) months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 14.9 Nothing in this clause 14 (Limitation of liability) shall limit the Client's payment obligations under this agreement.

15. **TERMINATION**

- 15.1 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 such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; or
 - (b) the other party becomes Insolvent.
- 15.2 RB can terminate this agreement (with immediate effect) if the Client fails to pay any amount due under this agreement on the due date for payment and remains in default not less than ten (10) Business Days after being notified in writing to make such payment.
- 15.3 Either party may terminate this agreement by giving the other party not less than ninety (90) days' prior written notice of termination.
- 15.4 RB may terminate this agreement for convenience by giving the Client not less than five (5) days' prior written notice of termination. Where RB terminates this agreement for convenience, it will refund to the Client the Charges that relate to non-performed Services which shall be the Client's sole and exclusive remedy.

16. **CONSEQUENCES OF TERMINATION**

- 16.1 On termination or expiry of this agreement:
- (a) the Client shall immediately pay to RB all of RB's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, RB may submit an invoice, which shall be payable immediately on receipt;
 - (b) the Client shall, within a reasonable time, return all of RB's Equipment (and if the Client fails to do so then RB may enter the Client's premises and take possession of RB's Equipment and, until RB's Equipment has been returned or repossessed, the Client shall be solely responsible for its safe keeping); and
 - (c) RB shall on request return any of the Client Materials not used up in the provision of the Services.
- 16.2 Termination of this agreement shall not affect the coming into force or the continuance in force of any provision of this agreement which is expressly or by implication intended to come into or continue in force on or after such termination, including clause 1 (Interpretation), clause 7 (Non-solicitation), clause 10 (Intellectual property rights), clause 12 (Data protection), clause 13 (Confidentiality), clause 14 (Limitation of liability), clause

16 (Consequences of termination), clause 21 (Waiver), clause 23 (Severance), clause 25 (Conflict), clause 30 (Governing law) and clause 31 (Jurisdiction).

16.3 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this agreement which existed at or before the date of termination or expiry and the Client's obligation to pay for all provision of the Services made prior to such termination.

17. **FORCE MAJEURE**

17.1 **"Force Majeure Event"** means any circumstance not within a party's reasonable control including:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic (excluding a COVID-19 Related Event);
- (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 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;
- (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); and
- (h) interruption or failure of communication or utility service (including that concerning any telecoms or internet connectivity).

17.2 Provided it has complied with clause 17.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (the **"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.

17.3 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.

17.4 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than five (5) 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 this agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

17.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by the

Force Majeure Event may terminate this agreement by giving two weeks' written notice to the Affected Party. The notice to terminate must specify the termination date.

- 17.6 To the extent that the Client has already paid the Charges in relation to Services that are not to be performed as a result of this agreement being terminated pursuant to clause 17.5, then RB shall issue a credit note in relation to such Charges as relate to those non-performed Services (which, for the avoidance of doubt, may represent only part of the Services that were to be performed under this agreement). Where such a credit note is issued, the requirement for those Services shall be deemed cancelled and (subject to clause 14 (Limitation of liability)) RB shall have no further liability in relation to such Services.

17.7 **COVID-19 Related Events**

- (a) The United Kingdom government has put in place restrictions in response to the Coronavirus (COVID-19) outbreak and has issued (and continues to issue) operational guidance for employers. As a consequence of the measures which have been and will continue to be put in place, the parties acknowledge that the need for the Services during this agreement, and a party's ability to supply the Services, may be affected and the parties will agree to act fairly, reasonably and proportionately in response to further Coronavirus (COVID-19) related developments during the term of this agreement.
- (b) It is understood and agreed that RB will not be obliged to provide any Services affected by a COVID-19 Related Event until such time as they are able to do so. Where reasonably practicable, RB shall be entitled to provide such affected Services remotely via any communications medium (for example, video conferencing) provided that (in the reasonable opinion of RB) the alternative medium does not materially lower the quality of the Services provided.
- (c) Either party may, at any time during the term of this agreement (and including where an attempt has been made to perform the Services remotely via a communications medium), request to the other that the supply of all or part of the relevant Services be suspended ("**Suspension Request**") if either party is affected by a COVID-19 Related Event.
- (d) The parties shall discuss the Suspension Request as soon as reasonably practicable (and in any event within three (3) Business Days) after the Suspension Request has been made and shall, acting reasonably and in good faith, seek to agree the duration of the suspension. The suspension shall only be effective once agreed by the parties in writing.
- (e) Subject to clause 17.7, the suspending party shall resume supply of the Services as soon as reasonably practicable after the COVID-19 Related Event giving rise to the suspension ceases to affect the party's ability to supply or to require the supply of the Services, or as otherwise agreed in writing.
- (f) The suspending party shall not be in breach of this agreement or otherwise liable for any suspension of the performance of any of its obligations provided it has complied with the provisions of clauses 17.7(c) to (e) (inclusive).
- (g) To the extent that the Client has already paid the Charges in relation to Services that have been suspended on account of a COVID-19 Related Event and there is no prospect of the suspended Services recommencing in the foreseeable future, then RB may (at its option) issue a credit note in relation to such Charges as relate to the suspended Services (which, for the avoidance of doubt, may represent only part of the Services that were to be performed under this agreement). Where such a credit note is issued, those Services shall be deemed cancelled and RB shall have no further liability in relation to such Services.

18. **PAYROLL COMPLIANCE**

18.1 For the purposes of this clause 18:

"Intermediary" means any entity through which Resource is contracted, other than RB and any PSC;

"ITEPA" means the Income Tax (Earnings and Pensions) Act 2003;

"PSC" means a limited company or partnership which meets the conditions specified in sections 610 or 61P, as applicable, of ITEPA (or such other conditions as may apply from time to time for the purpose of determining whether a company or partnership is of a type which is potentially subject to the legislation concerning provision of workers' services through intermediaries); and

"Resource" means any individual provided by RB who is involved in the provision of Services under schedule 1.

18.2 RB warrants that Services will only be supplied by Resource:

- (a) in relation to whom RB is able to comply with clause 18.3 below; or
- (b) where the Services which the Resource is involved in supplying meet each of the criteria listed in clauses 18.2(b)(i) to 18.2(b)(vi) (inclusive) below:
 - (i) there are discrete key milestones linked to the Services which are measurable and have repercussions if not met;
 - (ii) there is a fixed project scope or service and if the project scope or service changes, any such change shall be confirmed through a suitable change control process;
 - (iii) the Resource concerned is not specifically requested by the Client to perform Services (it being agreed that this criterion will not apply solely as a result of any individual being named as an RB Business Contact in schedule 1);
 - (iv) the contract pursuant to which the Intermediary or PSC is engaged by RB to provide Resource for the Services includes provisions which allow substitution of personnel provided by the Intermediary or PSC (it being agreed that this criterion will not apply solely as a result of any individual being named as RB Business Contact in schedule 1);
 - (v) the contract pursuant to which the Intermediary or PSC is engaged by RB does not include any provisions implying that there is mutuality of obligation as between the Client and any Resource, nor any suggestion of the Client having day to day control over work carried out by any Resource; and
 - (vi) RB or the Intermediary or PSC is responsible for provision of all equipment required in order to perform the Services, other than any laptop computer provided by the Client where this is used ad hoc in addition to RB or the Intermediary or PSC's own equipment as it is reasonably deemed essential by the Client for security purposes.

18.3 RB shall procure that any payment made to or in respect of Resource (other than Resource which complies with clause 18.2(b) above), whether the payment is made by RB or by an Intermediary, is fully taxable (and subjected to tax and National Insurance deductions under PAYE) directly or indirectly in any of the following ways:

- (a) as earnings from the Resource's employment with RB;

- (b) as earnings from the Resource's employment with an Intermediary (provided that such Intermediary is at all relevant times, accredited by the Freelancer & Contractor Services Association (the FCSA)); or
 - (c) under Part 2, Chapter 7 of ITEPA (workers individually engaged by agency).
- 18.4 RB shall, and shall procure that any Intermediary which makes payments to or in respect of Resource shall, subject always to RB and/or the Intermediary's obligations under the Data Protection Legislation:
- (a) provide such details as the Client may reasonably require from time to time for the purposes of assuring itself that RB is complying with its obligations under this clause 18 (which may, for the avoidance of doubt, include the relevant HMRC PAYE references), and such details shall be provided within fourteen (14) days of request by the Client; and
 - (b) provide reasonable cooperation to the Client in answering any questions that the Client may reasonably raise regarding information obtained pursuant to this clause 18.4.
- 18.5 RB shall indemnify the Client and keep the Client indemnified in full against any and all liability arising on or after 6 April 2021 to account for deductions of income tax and/or employee National Insurance Contributions, or payment of employer National Insurance Contributions and/or Apprenticeship Levy (together in each case with any associated interest and/or penalties), in respect of any Resource.

19. **ASSIGNMENT AND OTHER DEALINGS**

- 19.1 The Client shall not assign, transfer, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under this agreement without the prior written consent of RB.
- 19.2 RB may at any time assign, transfer, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights under this agreement, provided that RB gives prior written notice of such dealing to the Client.

20. **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).

21. **WAIVER**

- 21.1 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.
- 21.2 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.
- 21.3 A party that waives a right or remedy provided under this agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

22. **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.

23. **SEVERANCE**

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

23.2 If any provision or part-provision of this agreement is deemed deleted under clause 23.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

24. **ENTIRE AGREEMENT**

24.1 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.

24.2 Neither party has been induced to enter into this agreement in reliance upon, nor has any such party been given, any warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as expressly set out in this agreement and, to the extent that any party has been, it unconditionally and irrevocably waives any claims, rights or remedies which a party might otherwise have had in relation thereto.

24.3 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.

25. **CONFLICT**

25.1 To the extent that there is an inconsistency between the terms of:

- (a) this agreement (excluding the schedules) and the schedules, the former shall prevail;
- (b) this agreement and the Special Conditions set out in schedule 1 (if any), the Special Conditions shall prevail;
- (c) this agreement and any other document referred to in this agreement, this agreement shall prevail,

except to the extent that the prevailing document (as determined by (a) or (b) above) expressly provides otherwise.

26. **NO PARTNERSHIP OR AGENCY**

26.1 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.

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

27. **THIRD PARTY RIGHTS**

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.

28. **NOTICES**

28.1 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:

(i) in the case of RB: [Insert email address]

(ii) in the case of the Client: [Insert email address]

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

(a) if delivered by hand, on signature of a delivery receipt or 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 at the time recorded by the delivery service; and

(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 28.2(c), business hours means 9.00 a.m. to 5.00 p.m. (London time) Monday to Friday on a day that is not a public holiday in the place of receipt.

28.3 A party may change its details given under clause 28.1 by giving notice, the change taking effect at 9.00 am on the later of:

(a) the date, if any, specified in the notice as the effective date for the change; or

(b) the date five (5) Business Days after deemed receipt of the notice.

28.4 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.

29. **COUNTERPARTS**

29.1 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 shall together constitute the one agreement.

29.2 Transmission of the executed signature page of a counterpart of this agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of this agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

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.

IN WITNESS whereof this agreement has been executed on the date first above written.

SCHEDULE 1

Services

Parties	Client	[●] (company registration number [●]) whose registered office is at [●]; and	
	RB	RADA IN BUSINESS LIMITED incorporated and registered in England and Wales with company number 03999577 whose registered office is at 18-22 Chenies Street, London, WC1E 7PA (" RB ")	
RB Business Contact	Name:		
	Job Title:		
	Address:		
	Email & phone:		
Client Contact	Name		
	Job Title:		
	Address:		
Services to be provided			
Maximum number of participants		Number of tutors	
Planned commencement date and estimated duration and timetable where known)	This period during which the Services will be provided shall commence on the Commencement Date and shall continue until the date the Services have been delivered.		
Fees/charges			£
	Training Fee		
	Venue Hire		
	Catering		
	Other Fees		
	Subtotal, excluding recharge of agreed expenses and VAT		

	Travel & subsistence will be re-charged at cost		
Client's obligations including any materials and/or equipment required			
Payment Schedule including Project Code, if applicable			
Postponement and Cancellation Terms	Working days prior to the event	Cancellation	Rescheduling
	30 - 21 working days	25%	10%
	20 - 11 working days	75%	50%
	10 working days or less	100%	
	In addition, any costs incurred either in cancelling or rescheduling a venue, including room hire and catering costs or in pre-booked travel by tutors/actors will be paid by the client.		
Client testimonials	We may use names, logos and testimonials of our Clients for promotional purposes. If you do not wish for these to be used, please let us know.		
Additional Data Processing Details (if applicable)			
Purchase or Works Order Number	If a Purchase or Works Order Number is NOT required then please put a tick in this box		<input type="checkbox"/>
	If a Purchase or Works Order number is required please supply:	Number:	
Invoicing contact name and email address			
Special Conditions: including confirmation, where applicable, of virtual platform to be used			

SCHEDULE 2

Reference Charges and Payment Terms

SCHEDULE 3

Details of Processing of Personal Data

This schedule 3 includes certain details of the Processing of Client Personal Data as required by Article 28(3) UK GDPR.

Subject matter and duration of the Processing of Client Personal Data

The subject matter and duration of the processing of the Client Personal Data are set out in schedule 1.

The nature and purpose of the Processing of Client Personal Data

The nature and purpose of the processing of the Client Personal Data are set out in schedule 1.

The categories of Data Subject to whom the Client Personal Data relates

Data Subjects will be employees, consultants of and other persons nominated by the Client.

The types of Client Personal Data to be processed

Curriculum vitae and biographies or equivalent, names, job titles, email addresses, phone numbers and in some cases pre-course questionnaires and post-course videos and session notes.

SIGNATURES

IN WITNESS whereof the parties have entered into this agreement on the day and year first above written.

SIGNED by:)

..... (name))

..... (position))

for and on behalf of **RADA IN BUSINESS LIMITED**)

SIGNED by:)

..... (name))

..... (position))

for and on behalf of [**INSERT NAME OF CLIENT**])

)