



TERMS AND CONDITIONS

1 ABOUT US

- 1.1 These terms and conditions apply to the provision of services by Keeley Smith Virtual Services Limited, a company registered in England and Wales under company number 15286527 whose registered office is at Enterprise House, 7 Coventry Road, Coleshill, Warwickshire, England, B46 3BB, trading as Keeley Smith | Business Support ("we", "us" and "our").
- 1.2 These Terms apply to all services supplied by us unless expressly agreed otherwise in writing. Please read them carefully.
- 1.3 The Agreement is formed when you submit the registration form and, by doing so, confirm your acceptance of the applicable Proposal and these Terms.
- 1.4 Where a Client does not complete a registration form, the Client shall be deemed to have accepted the applicable Proposal and these Terms by instructing us to commence work, making payment for the Services or otherwise engaging our Services.
- 1.5 Details of how we collect, use and process personal data are set out in our Privacy Notice, which is available on our website and may be updated from time to time.
- 1.6 If there is any conflict or inconsistency between a Proposal and these Terms, the Proposal shall take precedence to the extent of that conflict or inconsistency.

2 DEFINITIONS & INTERPRETATIONS

- 2.1 In these Terms, the following definitions apply:

Agreement means the agreement between the parties comprising the Proposal and these Terms.

Business Day means a day other than a Saturday, Sunday or public holiday in England.

Client, you or **your** means the person, business or organisation engaging our Services.

Client Materials means all information, documents, data, content, records, credentials, systems access and other materials provided by or on behalf of the Client.

Confidential Information means any information disclosed by one party to the other in connection with the Agreement which is confidential in nature or which would reasonably be regarded as confidential, including business plans, strategies and commercial information, financial information, pricing information, client, customer and supplier information, employee and contractor information, technical information, systems, processes and know-how, passwords, access credentials and security information, personal data and any other information identified as confidential or which would reasonably be expected to be treated as confidential, whether disclosed in writing, electronically, orally or by any other means.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach and processing shall have the meanings given to them in applicable Data Protection Legislation.

Data Protection Legislation means all applicable laws and regulations relating to privacy, data protection and the processing of Personal Data, including the UK GDPR, the Data Protection Act 2018, the Data (Use and Access) Act 2025 and any legislation replacing, amending, supplementing or updating them from time to time.

Fees means the fees, charges and expenses payable by the Client as set out in the Proposal or otherwise agreed in writing.

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect confidential information and know-how, and all other intellectual property rights, whether registered or unregistered, including applications, renewals and extensions of such rights anywhere in the world.

Proposal means any proposal, quotation, service description, renewal proposal, variation or other written document issued by us describing the Services and Fees.

Services means the services described in the Proposal and any additional services agreed in writing between the parties.

Terms means these Terms and Conditions as amended from time to time.

2.2 Unless the context otherwise requires:

2.2.1 words in the singular include the plural and vice versa;

2.2.2 references to a person include an individual, company, partnership, limited liability partnership and other legal entity;

2.2.3 references to legislation include any amendment, replacement or re-enactment of that legislation from time to time;

2.2.4 references to writing include email;

2.2.5 clause headings are for convenience only and do not affect interpretation; and

2.2.6 references to clauses are references to clauses of these Terms unless stated otherwise.

3 SERVICES

3.1 We shall provide the Services with reasonable skill and care and in accordance with these Terms.

3.2 The Services shall be limited to those expressly set out in the Proposal or otherwise agreed in writing.

3.3 We provide business support, operational consultancy, compliance support, document drafting and related business services. We are not engaged as the Client's solicitor and do not provide reserved legal activities. The Client acknowledges that the Services do not constitute regulated legal services and should not be relied upon as a substitute for obtaining advice from a suitably qualified legal adviser where specialist legal advice is required.

3.4 Where we consider that specialist legal advice, tax advice, accountancy advice or other regulated professional advice may be required, we may recommend that the Client obtains advice from an appropriately qualified professional.

- 3.5 Any estimated timescales, delivery dates or completion dates are estimates only unless expressly agreed otherwise in writing.
- 3.6 We may decline, suspend or cease work on any instruction where:
- 3.6.1 the instruction falls outside the agreed scope of Services;
 - 3.6.2 we reasonably believe the instruction may be unlawful, unethical or contrary to applicable law or regulation;
 - 3.6.3 the instruction would create a conflict of interest;
 - 3.6.4 we do not have sufficient information to perform the work safely or effectively; or
 - 3.6.5 the Client is in breach of these Terms.
- 3.7 We reserve the right to determine the manner in which the Services are performed, including the methods, systems, software, tools, location, personnel and processes used to deliver the Services.
- 3.8 Unless expressly agreed otherwise in writing, we do not guarantee any particular commercial outcome, business result, regulatory outcome or financial result arising from the Services.
- 3.9 We may make reasonable changes to the Services where necessary to reflect changes in law, regulation, technology, industry practice or our business operations.
- 3.10 Except as expressly stated in this Agreement, we do not give any warranty, representation or guarantee that:
- 3.10.1 the Services will meet the Client's particular requirements or expectations; or
 - 3.10.2 the Services will be uninterrupted, error-free or completely comprehensive.
- 3.11 No advice, information or recommendation provided by us, whether orally or in writing, shall constitute a warranty or guarantee unless expressly stated in this Agreement.
- 3.12 To the fullest extent permitted by law, all warranties, conditions and other terms implied by statute, common law or otherwise are excluded from this Agreement.
- 3.13 If the Client is dissatisfied with any aspect of the Services, the Client shall notify us as soon as reasonably practicable and provide reasonable details of its concerns. Where we reasonably determine that the Services have not been provided substantially in accordance with the agreed scope, we may, at our option:

- 3.13.1 re-perform the relevant Services;
- 3.13.2 provide additional Services to address the issue; or
- 3.13.3 issue an appropriate credit or refund in respect of the affected Services.
- 3.14 The remedies set out in clause 3.13 shall be the Client's primary remedy in respect of any failure by us to provide the Services in accordance with this Agreement.
- 3.15 We provide Services to multiple clients and, unless expressly agreed otherwise in writing, do not provide an emergency, on-demand or guaranteed response service.
- 3.16 We will use reasonable endeavours to notify Clients of planned periods of unavailability, including holidays and business closures. Unless expressly agreed otherwise in writing, Services are provided during our normal business operating periods and may be unavailable during weekends, public holidays, annual leave and other notified periods of absence.

4 INDEPENDENT CONTRACTOR STATUS

- 4.1 The parties acknowledge and agree that Keeley Smith Virtual Services Limited provides the Services as an independent contractor.
- 4.2 Nothing in this Agreement is intended to create, nor shall it be construed as creating a contract of employment, a worker relationship, a partnership, a joint venture, an agency relationship or a relationship of employer and employee between the parties.
- 4.3 We shall be solely responsible for our own taxation, National Insurance contributions, pension obligations and any other statutory obligations arising in connection with the provision of the Services.
- 4.4 Nothing in this Agreement shall entitle the Client to direct or control how, when or where the Services are performed, save to the extent necessary to communicate requirements, deadlines or business objectives.

5 CLIENT RESPONSIBILITIES

- 5.1 The Client shall:
 - 5.1.1 provide complete, accurate and up-to-date information reasonably required for the provision of the Services;
 - 5.1.2 provide timely instructions, approvals, feedback and decisions;

- 5.1.3 ensure that it has all necessary rights, permissions and authority to provide any Client Materials to us;
- 5.1.4 comply with all applicable laws and regulations relevant to its business and use of the Services; and
- 5.1.5 cooperate with us in all matters relating to the Services.
- 5.2 The Client remains solely responsible for:
 - 5.2.1 all business, commercial, legal, employment, tax and regulatory decisions;
 - 5.2.2 determining whether to implement any recommendation, document, process or deliverable provided by us;
 - 5.2.3 reviewing all documents and deliverables before use or implementation; and
 - 5.2.4 obtaining specialist legal, tax, accounting or other professional advice where appropriate.
- 5.3 We are entitled to rely upon the accuracy and completeness of information provided by or on behalf of the Client and shall not be responsible for any loss arising from inaccurate, incomplete, misleading or late information.
- 5.4 The Client warrants that any Client Materials supplied to us do not infringe the intellectual property rights, confidentiality obligations or other rights of any third party.
- 5.5 Where the Client fails to provide information, approvals or instructions reasonably required to perform the Services, we shall not be responsible for any resulting delay, additional cost or inability to complete the Services.
- 5.6 The Client shall indemnify us against losses, liabilities, costs and expenses arising from:
 - 5.6.1 any breach of clause 5;
 - 5.6.2 any infringement of third-party rights arising from Client Materials; or
 - 5.6.3 any unlawful processing, disclosure or use of Personal Data instructed by the Client.

6 FEES AND PAYMENT

- 6.1 The Client shall pay the Fees set out in the Proposal or otherwise agreed in writing.

- 6.2 Unless otherwise stated all Fees are stated in GBP (£), all Fees are exclusive of VAT and payment shall be made by bank transfer or such other payment method as we may specify.
- 6.3 Fees are payable in advance and unless otherwise agreed in writing, retainer invoices shall be issued in advance and payable by the due date stated on the invoice. Retainer Services for the following month shall not be available for use until payment has been received in cleared funds.
- 6.4 We review our Fees periodically, typically on an annual basis. We may increase our Fees by giving the Client not less than 10 Business Days' written notice. Notice may be given by email.
- 6.5 If a proposed fee increase is not acceptable to the Client, the Client may terminate the Agreement by giving written notice at any time before the increase takes effect. In such circumstances, the Agreement shall terminate immediately before the fee increase takes effect and clause 15.2 shall not apply.
- 6.6 The Client shall not be entitled to withhold payment, set off any amount against sums due to us or make deductions from any Fees unless required by law.
- 6.7 If any invoice or payment remains unpaid after its due date, we may:
- 6.7.1 charge interest on the overdue amount at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998;
 - 6.7.2 charge any applicable fixed compensation and recovery costs permitted by law;
 - 6.7.3 suspend some or all of the Services; and/or
 - 6.7.4 refuse to accept further instructions until all outstanding amounts have been paid in full.
- 6.8 The Client shall reimburse any reasonable third-party costs, expenses or disbursements incurred by us in providing the Services where such costs have been approved in advance by the Client or are reasonably required to fulfil the Services.

7 RETAINER SERVICES

- 7.1 Where the Proposal provides for a monthly retainer, the retainer represents a reserved allocation of our time, availability and resources during the relevant period.
- 7.2 Unless expressly stated otherwise in the Proposal, any unused retainer allocation:

- 7.2.1 does not roll forward;
- 7.2.2 has no cash value;
- 7.2.3 is not refundable; and
- 7.2.4 expires at the end of the relevant monthly period.
- 7.3 Where a retainer is provided on a time-based basis, retainer hours may only be used for Services falling within the agreed scope of the Proposal. Work requested outside the agreed scope of the Proposal may be, at our discretion charged separately at our prevailing rates or made the subject of a revised Proposal.
- 7.4 We shall use reasonable endeavours to provide the Services in accordance with the agreed scope and available capacity but do not guarantee immediate availability or response times.
- 7.5 We reserve the right to propose changes to a Client's retainer allocation, scope of Services or Fee structure on not less than 10 Business Days' written notice where necessary to reflect changes in our business operations, service offering, capacity, resources or availability. If the Client does not accept the proposed changes, either party may terminate the Agreement by written notice before the changes take effect, in which case the Agreement shall terminate immediately before the proposed changes take effect and clause 15.2 shall not apply.

8 CHANGES TO SERVICES

- 8.1 Either party may request changes to the Services at any time. Where a requested change is likely to affect the scope of the Services, the Fees, delivery timescales, resource requirements or any other material aspect of the Services, we may provide a revised Proposal for the Client's approval before commencing the additional or amended work.
- 8.2 We shall not be obliged to perform any additional work until the parties have agreed the revised scope and any associated Fees.
- 8.3 Instructions, approvals and agreed changes may be evidenced by email or other written communication between the parties.

9 ASSOCIATES AND SUBCONTRACTORS

- 9.1 We may use employees, contractors, associates, consultants and suitably qualified subcontractors to provide all or part of the Services.

9.2 We shall remain responsible for the Services provided under this Agreement notwithstanding the use of any employee, contractor, associate, consultant or subcontractor.

9.3 We shall ensure that any person engaged by us in connection with the Services is subject to appropriate obligations of confidentiality and data protection.

10 USE OF AI AND CLOUD-BASED TOOLS

10.1 In providing the Services, we may use cloud-based software, automation tools and artificial intelligence-assisted technologies to support the efficient delivery of the Services. Such tools may be used for activities including administration, drafting, research, analysis, document preparation, workflow management and other operational tasks.

10.2 Where personal data is processed using third-party systems, we shall take reasonable steps to ensure that appropriate contractual, technical and organisational measures are in place.

10.3 We remain responsible for the Services delivered to the Client and any output generated using AI-assisted tools shall be subject to appropriate human review before being relied upon or delivered to the Client.

10.4 The Client acknowledges that the use of technology, automation and AI-assisted tools forms part of our normal service delivery model.

10.5 Nothing in this clause authorises the disclosure of Client Confidential Information except as reasonably necessary for the provision of the Services and in accordance with this Agreement and applicable data protection laws.

11 INTELLECTUAL PROPERTY

11.1 The Client shall retain ownership of all Intellectual Property Rights in any Client Materials.

11.2 Subject to payment in full of all Fees relating to the relevant Services, ownership of any bespoke deliverables created specifically for the Client shall transfer to the Client upon payment. Until payment has been received in full, all Intellectual Property Rights in such deliverables shall remain vested in us.

11.3 Notwithstanding clauses 11.1 and 11.2, we retain ownership of all Intellectual Property Rights in our templates, precedents, methodologies, frameworks,

systems, processes, know-how, training materials, software, working papers and any materials, documents, content, techniques or resources developed independently of the Client whether existing before or created during the provision of the Services.

11.4 To the extent any of our Intellectual Property Rights are incorporated into a deliverable provided to the Client, we grant the Client a perpetual, non-exclusive, royalty-free licence to use such Intellectual Property Rights solely for the Client's internal business purposes.

11.5 The Client shall not resell, licence or commercially exploit any template, methodology, framework or material belonging to us except as expressly permitted by this Agreement.

12 CONFIDENTIALITY

12.1 Each party shall keep confidential all Confidential Information received from the other party.

12.2 Neither party shall use Confidential Information for any purpose other than performing its obligations or exercising its rights under this Agreement.

12.3 Neither party shall disclose Confidential Information to any third party except:

12.3.1 to its employees, contractors, professional advisers or service providers who need to know the information for the purposes of this Agreement and who are subject to appropriate confidentiality obligations;

12.3.2 where disclosure is required by law, regulation, court order or competent authority; or

12.3.3 where the information is or becomes publicly available other than through a breach of this Agreement.

12.4 The obligations contained in this clause shall continue indefinitely following termination of this Agreement.

13 DATA PROTECTION

13.1 Each party shall comply with applicable data protection legislation in connection with the performance of this Agreement.

13.2 The parties acknowledge that, depending upon the nature of the Services, either party may act as a controller, processor or independent controller in relation to personal data.

13.3 Where we process personal data on behalf of the Client as a processor, the provisions set out in the Schedule shall apply.

13.4 The Client warrants that it has a lawful basis for any personal data shared with us and that it is entitled to instruct us to process such data for the purposes of providing the Services.

13.5 We may engage third-party service providers and software platforms in connection with the provision of the Services, provided that appropriate safeguards are maintained where required by law.

13.6 We shall notify the Client without undue delay upon becoming aware of a personal data breach affecting Client personal data where notification is required by applicable law.

14 LIMITATION OF LIABILITY

14.1 Nothing in this Agreement limits or excludes liability for:

14.1.1 death or personal injury caused by negligence;

14.1.2 fraud or fraudulent misrepresentation; or

14.1.3 any liability that cannot lawfully be limited or excluded.

14.2 Subject to clause 14.1, we shall not be liable for:

14.2.1 loss of profit;

14.2.2 loss of revenue;

14.2.3 loss of business opportunity;

14.2.4 loss of anticipated savings;

14.2.5 loss of or damage to goodwill;

14.2.6 loss of contracts;

14.2.7 loss of data; or

14.2.8 any indirect, consequential or special loss,

whether arising in contract, tort (including negligence), breach of statutory duty or otherwise.

14.3 We shall not be liable for any loss arising from:

Version 3

Effective Date: 12 June 2026

- 14.3.1 inaccurate, incomplete or misleading information supplied by the Client;
 - 14.3.2 delays in receiving information, approvals or instructions from the Client;
 - 14.3.3 the Client's implementation or non-implementation of any recommendation, document or deliverable;
 - 14.3.4 changes in law, regulation or official guidance occurring after the Services have been provided;
 - 14.3.5 the acts or omissions of third parties; or
 - 14.3.6 the Client's failure to obtain appropriate specialist legal, tax, accounting or other professional advice.
- 14.4 Subject to clauses 14.1 to 14.3, our total aggregate liability arising out of or in connection with this Agreement shall not exceed the greater of the total Fees paid by the Client during the 12 months immediately preceding the event giving rise to the claim or £5,000.
- 14.5 The Client acknowledges that the Fees charged under this Agreement have been calculated on the basis of the limitations and exclusions of liability set out in this clause.

15 TERM AND TERMINATION

- 15.1 This Agreement shall commence when accepted in accordance with clauses 1.3 and 1.4 and shall continue until terminated in accordance with this clause.
- 15.2 Either party may terminate this Agreement by giving not less than one month's written notice, such notice to expire at the end of a calendar month.
- 15.3 We may terminate this Agreement immediately by written notice if:
- 15.3.1 the Client fails to pay any amount due under this Agreement and such amount remains unpaid for 14 days after its due date;
 - 15.3.2 the Client commits a material breach of this Agreement which is incapable of remedy;
 - 15.3.3 the Client commits a material breach of this Agreement which is capable of remedy and fails to remedy that breach within 14 days of being requested to do so;
 - 15.3.4 we reasonably believe that continuing to provide the Services would expose us to legal, regulatory, reputational or professional risk; or

15.3.5 the Client becomes insolvent, enters liquidation, administration or any analogous insolvency process.

15.4 The Client may terminate this Agreement immediately by written notice if we commit a material breach of this Agreement which is incapable of remedy or capable of remedy and fail to remedy that breach within 10 Business Days of being requested to do so.

15.5 Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent caused by circumstances beyond its reasonable control, including acts of God, flood, fire, epidemic, pandemic, war, civil unrest, terrorism, industrial disputes, utility failures, interruption of telecommunications services, failure of internet service providers, cyber incidents, or failure of third-party software, cloud, hosting or technology providers or governmental action. The affected party shall notify the other party as soon as reasonably practicable and shall use reasonable endeavours to mitigate the effects of the event. If the force majeure event continues for more than 30 consecutive days, either party may terminate the Agreement by written notice.

16 CONSEQUENCES OF TERMINATION

16.1 Termination of this Agreement shall not affect any accrued rights, remedies, obligations or liabilities of either party existing at the date of termination, including the right to claim damages in respect of any breach of this Agreement occurring before termination.

16.2 Upon termination:

16.2.1 all outstanding Fees shall become immediately due and payable;

16.2.2 we shall be entitled to issue an invoice for any Services performed but not yet invoiced;

16.2.3 the Client shall promptly pay all outstanding invoices and other sums due under this Agreement; and

16.2.4 each party shall, upon request, return or securely destroy Confidential Information belonging to the other party unless retention is required by law or for legitimate business record-keeping purposes.

16.3 We shall not be obliged to continue providing Services following the termination date.

16.4 Clauses which expressly or by implication are intended to survive termination shall continue in force, including those relating to intellectual property, confidentiality, data protection, liability, payment and dispute resolution.

17 TESTIMONIALS, MARKETING AND PUBLICITY

17.1 We may refer to the Client as a client of our business in marketing materials, proposals, presentations, award submissions, website content and similar promotional materials provided that doing so does not disclose Confidential Information and the Client has not requested confidentiality.

17.2 We may use testimonials, reviews or feedback voluntarily provided by the Client for marketing and promotional purposes.

17.3 We shall not use the Client's logo, trade marks or other branding without the Client's prior consent.

17.4 We shall not disclose Confidential Information when exercising the rights contained in this clause.

18 NON-SOLICITATION

18.1 During the term of this Agreement and for 12 months following its termination, the Client shall not knowingly employ, engage or solicit for employment or engagement any employee, associate, contractor, consultant or subcontractor involved in the provision of the Services without our prior written consent.

18.2 Clause 18.1 shall not apply where:

18.2.1 the relevant individual responds to a genuine public recruitment campaign not specifically targeted at them; or

18.2.2 the Client can demonstrate that no solicitation or encouragement was made by the Client.

19 GENERAL

19.1 We may amend these Terms from time to time. Any material change shall be notified to the Client in writing and shall take effect no sooner than 30 days after notice is given.

- 19.2 The Services and any deliverables are supplied solely for the benefit of the Client.
No third party shall be entitled to rely upon them without our prior written consent.
- 19.3 No failure or delay by either party in exercising any right or remedy shall constitute a waiver of that right or remedy.
- 19.4 If any provision of this Agreement is found to be invalid, unlawful or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it enforceable and the remainder of the Agreement shall continue in full force and effect.
- 19.5 Nothing in this Agreement creates a partnership, joint venture, agency relationship or employment relationship between the parties.
- 19.6 This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, negotiations, representations and agreements relating to its subject matter.
- 19.7 Each party acknowledges that it has not relied upon any statement, representation or assurance not expressly set out in this Agreement.
- 19.8 Nothing in clause 19.6 or 19.7 shall exclude liability for fraud or fraudulent misrepresentation.
- 19.9 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999.
- 19.10 Notices given under this Agreement shall be in writing and may be delivered by email. A notice sent by email shall be deemed received on the date of transmission unless an automated delivery failure message is received.
- 19.11 This Agreement and any dispute or claim arising out of or in connection with it shall be governed by the laws of England and Wales.
- 19.12 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.
- 19.13 The parties agree that electronic signatures, acceptance through online forms and acceptance by email shall have the same legal effect as handwritten signatures.

THE SCHEDULE

DATA PROCESSING TERMS

1 APPLICATION & INTERPRETATION

- 1.1 This Schedule applies where, in providing the Services, we process Personal Data on behalf of the Client and act as a Processor for the purposes of Data Protection Legislation.
- 1.2 Where we act as an independent Controller in relation to Personal Data, this Schedule shall not apply to that processing.
- 1.3 Capitalised terms used in this Schedule shall have the meanings given to them in the Agreement unless otherwise stated.

2 COMPLIANCE WITH DATA PROTECTION LEGISLATION

- 2.1 The parties shall comply with applicable Data Protection Legislation in connection with the processing of Personal Data under this Agreement.
- 2.2 The Client acknowledges and agrees that, where this Schedule applies, the Client acts as Controller and we act as Processor in relation to the relevant Personal Data.
- 2.3 The Client shall ensure that:
 - 2.3.1 it has a lawful basis for the processing of Personal Data;
 - 2.3.2 it has provided any required privacy information to Data Subjects;
 - 2.3.3 it is entitled to provide the Personal Data to us; and
 - 2.3.4 its instructions comply with Data Protection Legislation.

3 PROCESSING INSTRUCTIONS

- 3.1 We shall process Personal Data only:
 - 3.1.1 in accordance with the Client's documented instructions;
 - 3.1.2 as necessary to provide the Services; or
 - 3.1.3 where otherwise required by applicable law.
- 3.2 If we are required by law to process Personal Data other than in accordance with the Client's instructions, we shall inform the Client unless prohibited from doing so by law.
- 3.3 If we reasonably believe that any instruction given by the Client infringes Data Protection Legislation, we shall notify the Client and may suspend the relevant processing activities until appropriate amended instructions are agreed.

4 SECURITY

4.1 We shall implement and maintain appropriate technical and organisational measures designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or unauthorised access.

4.2 Such measures may include, where appropriate:

- 4.2.1 password protection and access controls;
- 4.2.2 multi-factor authentication where available;
- 4.2.3 secure cloud-based storage systems;
- 4.2.4 confidentiality obligations for authorised personnel;
- 4.2.5 data backup procedures;
- 4.2.6 secure disposal procedures; and
- 4.2.7 periodic review of security practices and systems.

5 PERSONNEL AND SUB-PROCESSORS

5.1 We shall ensure that any person authorised to process Personal Data is subject to appropriate obligations of confidentiality.

5.2 The Client provides general authorisation for us to engage employees, contractors, associates, consultants, software providers and other third-party service providers as sub-processors where reasonably required to provide the Services.

5.3 We shall take reasonable steps to ensure that any sub-processor engaged by us is subject to appropriate contractual obligations relating to confidentiality, security and data protection.

5.4 We shall remain responsible for the performance of our obligations under this Schedule notwithstanding the appointment of any sub-processor.

5.5 A list of key software providers and sub-processors used in connection with the Services may be provided upon request.

6 ASSISTANCE

6.1 Taking into account the nature of the processing and the information available to us, we shall provide reasonable assistance to the Client in complying with its obligations under Data Protection Legislation. Such assistance may include assistance with:

- 6.1.1 Personal Data Breaches;

- 6.1.2 Data Subject rights requests;
- 6.1.3 security obligations;
- 6.1.4 data protection impact assessments; and
- 6.1.5 regulatory enquiries,

to the extent reasonably required and proportionate.

- 6.2 Where we receive a request from a Data Subject relating to Personal Data processed on behalf of the Client, we may refer the request to the Client and, where appropriate, provide reasonable assistance in responding to the request.
- 6.3 Unless the request arises as a result of our breach of this Agreement or Data Protection Legislation, we reserve the right to charge for substantial assistance provided under this clause at our prevailing rates.

7 INTERNATIONAL TRANSFERS

Where Personal Data is transferred outside the United Kingdom, we shall take reasonable steps to ensure that appropriate safeguards are implemented where required by Data Protection Legislation.

8 PERSONAL DATA BREACHES

- 8.1 We shall notify the Client without undue delay upon becoming aware of a Personal Data Breach affecting Personal Data processed on behalf of the Client.
- 8.2 Such notification shall include such information as is reasonably available to us at the time and shall be supplemented as further information becomes available.

9 RETURN OR DELETION OF PERSONAL DATA

- 9.1 Upon termination of the Services and upon written request from the Client, we shall return or securely delete Personal Data processed on behalf of the Client unless:
 - 9.1.1 retention is required by law;
 - 9.1.2 retention is required for insurance, regulatory or professional record-keeping purposes; or
 - 9.1.3 the Personal Data forms part of routine electronic backup systems and cannot reasonably be separated from those systems.
- 9.2 We may retain such information as is reasonably necessary to establish, exercise or defend legal claims.

10 INFORMATION AND COMPLIANCE

10.1 Upon reasonable request, we shall provide information reasonably necessary to demonstrate compliance with this Schedule.

10.2 Nothing in this Schedule shall require us to permit physical audits, inspections of devices or systems, or access to confidential information relating to other clients.

PART A

PROCESSING DETAILS

Nature and Purpose of Processing

Provision of the Services under the Agreement.

Duration of Processing

For the duration of the Agreement and for such period afterwards as is necessary to comply with legal, regulatory, insurance or professional record-keeping obligations.

Categories of Data Subjects

May include:

- (a) the Client's customers and prospective customers;
- (b) employees, workers and contractors;
- (c) suppliers and professional advisers;
- (d) shareholders, directors and officers;
- (e) website users and marketing contacts; and
- (f) any other individuals whose Personal Data is provided to us in connection with the Services.

Categories of Personal Data

May include:

- (a) names and contact details;
- (b) addresses;
- (c) email addresses;

- (d) telephone numbers;
- (e) employment information;
- (f) financial and transaction information;
- (g) payroll information;
- (h) tax-related information;
- (i) identification and verification information;
- (j) correspondence and communications; and
- (k) any other Personal Data provided to us in connection with the Services.

Special Category Data

Only where necessary for the provision of the Services and where the Client is permitted to provide such information under Data Protection Legislation.

PART B

TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

We maintain technical and organisational measures designed to protect Personal Data, which may include:

- (a) password-protected systems and devices;
- (b) multi-factor authentication where available;
- (c) secure cloud-based software platforms;
- (d) restricted access to Personal Data on a need-to-know basis;
- (e) confidentiality obligations for personnel and associates;
- (f) secure backup and recovery processes;
- (g) secure disposal of information when no longer required; and
- (h) periodic review of security and data protection practices.