



CONTRACT FOR SERVICES:
The Virtual CISO Limited -
<<Client>>

NB Use of <<...>> indicates wordings that are variable or optional and which need to be modified or deleted as appropriate.

SCHEDULE of SERVICES

Agreement dated: <<Date>>

Agreement number: <<Agreement Number>>

BETWEEN:

CLIENT <<Client Limited>>

& CONSULTANCY: The Virtual CISO Limited

Address: <<Client Address>>

Commencement date: <<Start Date>>

Expected completion date: <<Expected End Date>>

The total price for this contract is estimated to be (excluding VAT): <<Estimated Contract Value>>

Location of Working: <<As determined by the Consultancy and agreed with the Client>>

The daily rate which will apply (excluding VAT) is: <<Invoice Rate>>

Invoicing frequency: Upon completion or monthly if the services will take longer than a month to complete

Description of consultancy services: <<Add a clear description of project or services to be supplied. They can be set out here or in separate schedule>>

Equipment Required: <<Add details of any equipment you are providing>>

Insurance Requirements: <<Add details of required insurance policies such as professional indemnity>>

Notice Period for early Termination:

By Client: 7 days

By Consultancy: 7 days

THIS CONSULTANCY AGREEMENT made on <<Date>>

AGREEMENT NUMBER: <<Agreement Number>>

BETWEEN

- (1) The Virtual CISO Limited registered in England and Wales under Registration Number 11929805 of 43 Rosslyn Hill, London, NW3 5UH ("**the Consultancy**").
- (2) <<Client Limited>> registered in <<Country>> under Registration Number <<....>> of <Address>> ("**the Client**")

WHEREAS

- (A) The Consultancy carries on the business of the provision of consultancy services relating to the services ("**the Consultancy Services**") specified in the attached Schedule ("the Schedule")
- (B) The Client has requested the Consultancy and the Consultancy has agreed with the Client, to provide the Consultancy Services on the terms of and subject to the conditions of this agreement ("**the Agreement**").

IT IS AGREED as follows:-

1 INTERPRETATION AND DEFINITIONS

- 1.1 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine, and vice versa.
- 1.2 The headings contained in the Agreement are for convenience only and do not affect their interpretation.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 The Schedule forms 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 Schedule.
 - 1.4.1 The following definitions apply in this Agreement:

"Client" means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 requiring the services of the Consultancy and identified in the Schedule.

"Intellectual Property Rights" patents, utility models, rights to Inventions, copyright and neighbouring and related rights, moral rights, trade-marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off 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.

“Invention” any invention, idea, discovery, development, improvement or innovation made by the Consultancy in connection with the provision of the Consultancy Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

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

“Pre-Existing Materials” the pre-existing materials in all documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by or used by the Consultancy in connection with performing the Services, in each case developed or acquired by the Consultancy prior to the commencement or independently of this Agreement.

“Data Protection Legislation” means the UK Data Protection Act 2018 and all applicable laws, legislation and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation

2 CONSULTANCY

- 2.1 The Consultancy's obligation to provide the Consultancy Services shall be performed by one or more Worker(s) of the Consultancy as the Consultancy may consider appropriate (**“the Worker(s)”**), subject to the Client being reasonably satisfied that the Worker(s) has the required skills, qualifications and resources to provide the Consultancy Services to the required standard.
- 2.2 The Consultancy has the right, at its own expense, to enlist additional or substitute workers in the performance of the Consultancy Services or may, sub-contract all or part of the Consultancy Services, provided that the Consultancy provides details, whenever requested to do so, of the substitute or sub-contractor ahead of the planned substitution and subject to the Client being reasonably satisfied that such additional Workers or any such sub-contractor has the required skills, qualifications, resources and personnel to provide the Consultancy Services to the required standard.
- 2.3 Where the Consultancy provides a substitute or sub-contracts all or part of the Consultancy Services pursuant to clause 2.2 above, the Consultancy shall be responsible for paying the substitute or sub-contractor and shall ensure that any agreement between the Consultancy and any such substitute or sub-contractor shall contain obligations which correspond to the obligations of the Consultancy under the terms of this Agreement and the Consultancy shall remain responsible for the acts or omissions of any such substitute or sub-contractor.
- 2.4 The Consultancy shall take all reasonable steps to avoid any unplanned changes of Worker assigned to the performance of the Consultancy Services but if the Consultancy is unable for any reason to perform the Consultancy Services the Consultancy should inform the Client as soon as reasonably practicable on the first day of unavailability and in such case shall provide a substitute subject to the provisions of clause 2.2.
- 2.5 In the event that the Consultancy is unable to supply either the original personnel or acceptable substitutes or sub-contractors for a period of one week or more then the Client is entitled to terminate this Agreement forthwith upon written notice.

- 2.6 The Schedule shall specify the Client, the fee payable by the Client and such disbursements as may be agreed and any other relevant information.
- 2.7 The Client acknowledges and accepts that the Consultancy is in business on its own account and the Consultancy shall be entitled to seek, apply for, accept and perform contracts to supply its services to any third party during the term of this Agreement.

3 THE CONTRACT

- 3.1 This Agreement governs the performance of the Consultancy Services by the Consultancy for the Client.
- 3.2 The Consultancy shall not be required to provide any advice and assistance in addition to the Consultancy Services and any requests to provide such additional advice and assistance shall be subject to the prior written approval of the Consultancy (at its sole discretion) and agreement between the Consultancy and the Client as to the level of fees payable for such additional advice and assistance. In the event that such additional advice and assistance is agreed, the Consultancy must notify the Client of the terms upon which such additional services will be provided including details of any new fee arrangements in order that the fee arrangement between the Consultancy and Client as set out in the Schedule may be adjusted accordingly and agreed before provision of such additional services begins.
- 3.3 No variation or alteration of these terms shall be valid unless agreed with the Client and the Consultancy in writing except where changes to the Consultancy Services are necessary to comply with applicable safety and other statutory or regulatory requirements, in which case the Consultancy may make such necessary changes without prior notification to the Client but will notify the Client promptly thereafter.

4 UNDERTAKING OF THE CONSULTANCY

- 4.1 The Consultancy warrants to the Client that by entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation which it owes to any third party.
- 4.2 The Consultancy warrants to the Client that its Workers have the necessary skills and qualifications to perform the Consultancy Services and will perform the Services to the best of their ability. The costs for any training needed in order to gain such qualifications and skills shall be at the Consultancy's or Workers' own expense.

5 CONSULTANCY'S OBLIGATION

- 5.1 The Consultancy agrees on its own part and on behalf of its Workers as follows:-
- 5.1.2 to comply with any statutory rules or regulations including but not limited to those relating to health and safety, together with such procedures of the Client as the Client notifies the Consultancy and/or its Workers that it is essential that the Consultancy and its Workers comply with to properly perform the Consultancy Services (including for example where the Consultancy Services are to be performed at the premises of the Client the health and safety policy and security arrangements) during the performance of the Consultancy Services. Subject to the rules and regulations which the Client notifies the Consultancy and/or its Workers that it is essential that the Consultancy and its Workers comply with the

Consultancy and its Workers shall not be bound by the policies and procedures which an employee of the Client would be bound by; and

- 5.1.3 to furnish the Client with any progress reports as may be requested from time to time.

6 EQUIPMENT

- 6.1 The Consultancy shall provide at its own cost, all such necessary equipment as is reasonable for the satisfactory performance by the Worker and any substitutes and sub-contractors of the Consultancy Services.
- 6.2 If, as a matter of convenience, the Consultancy is provided with equipment by the Client for the purposes of carrying out the Consultancy Services, the Consultancy shall be responsible for ensuring that they preserve the security and condition of such equipment. If and to the extent that any equipment is lost while in the Consultancy's possession, the Consultancy shall be responsible for the cost of any necessary repairs or replacement.

7 METHOD OF PERFORMING SERVICES

- 7.1 The Consultancy's workers are professionals who will use their own initiative as to the manner in which the Consultancy Services are delivered provided that in doing so the Consultancy shall co-operate with the Client and comply with all reasonable and lawful requests of the Client.
- 7.2 The Consultancy may provide the Consultancy Services at such times and on such days as the Consultancy shall decide but shall ensure that the Consultancy Services are provided at such times as are necessary for the proper performance of the Consultancy Services.
- 7.3 The relationship between the parties is between independent companies acting at arm's length and nothing contained in this Agreement shall be construed as constituting or establishing any partnership or joint venture or relationship of employer and employee between the parties or their personnel.
- 7.4 Where the proper performance of the Consultancy Services is dependent on the completion of tasks or services by third parties (including employees of the Client but excluding any substitute or sub-contractor of the Consultancy), the Consultancy shall have no liability to the Client for any delay, non or partial performance of the Consultancy Services arising from the delay or non or partial performance of such tasks by third parties.
- 7.5 The Consultancy may provide the Consultancy Services from such locations as are appropriate in the Consultancy's judgment. When necessary, the Client will provide the Consultancy with appropriate access to the Client's facilities as is necessary for the effective conduct of the Consultancy Services.

8 INVOICING

- 8.1 The Consultancy shall obtain the signature of an authorised representative of the Client as verification of execution of the Consultancy Services ("**Completion**").
- 8.2 Upon Completion, or as may be agreed and specified in the Schedule, the Consultancy shall deliver to the Client its invoice for the amount due from the Client to the Consultancy giving a detailed breakdown showing the work performed. The Consultancy's invoice should bear the Consultancy's name, company registration number, VAT number and should state any VAT due on the invoice.

8.3 The Client shall not be obliged to pay any fees to the Consultancy unless an invoice has been properly submitted by the Consultancy in accordance with sub-clause 8.2 of this Agreement.

9 FEES

9.1 Subject to the receipt of the Consultancy's invoice in accordance with clause 8 above, the Client will pay the Consultancy within 30 days of receipt of the Consultancy's invoice.

9.2 Fees owing will be paid in full with no credit or substitution

9.3 Fees will be paid in UK pound sterling (unless agreed in writing in the Schedule)

9.2 Any late payment will incur a fee of 4.00% per month on the amount still owing.

9.3 The Consultancy shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its Workers in respect of the Consultancy Services.

9.4 The Consultancy will be reimbursed for any reasonable expenses incurred in connection with the Consultancy Services to the Client where the Consultancy procures materials, software, services, licences or hardware on behalf of the Client or where visiting a Client related facility reasonably requires a Consultancy Worker to stay away from their home overnight.

9.5 All expensable activities must be pre-approved by the Client in writing and payment will be subject to the receipt of the Consultancy's invoice in accordance with clause 8 above

9.6 All payments will be made to the Consultancy by a method which gives immediately available funds.

9.7 If the Consultancy shall be unable for any reason to provide the Consultancy Services to the Client, no fee shall be payable by the Client during any period that the Consultancy Services are not provided.

10 OBLIGATIONS OF THE CLIENT

10.1 Throughout the term of this Agreement the Client shall pay the Consultancy in accordance with clause 9.1 above.

10.2 The Client shall furnish the Consultancy with sufficient information about the Consultancy Services and where relevant grant appropriate access in order for the Consultancy to arrange for the Consultancy Services to be carried out.

10.3 The Client will advise the Consultancy of any health and safety information or advice which may affect the worker(s), during the performance of the Consultancy Services.

11 TERM OF THE AGREEMENT

11.1 This Agreement shall commence in accordance with the Schedule and shall either (as specified in the Schedule) continue until Completion or the termination date as specified in the Schedule, at which time this Agreement shall expire automatically, unless previously terminated by either party giving the required notice as set out in the Schedule.

- 11.2 Notwithstanding sub-clause 11.1 of this Agreement, the Client may at any time with one week's written notice instruct the Consultancy to cease work on the Consultancy Services, where:
- 11.2.1 the Consultancy has committed any serious or persistent breach of any of its obligations under this Agreement;
 - 11.2.2 the Consultancy has not observed any condition of confidentiality applicable to the Consultancy under this Agreement; or
 - 11.2.3 the Consultancy Services are, in the reasonable opinion of the Client, unsatisfactory
 - 11.2.4 the Consultancy is in breach of any statutory obligations or acting in breach of such procedures of the Client as the Client notifies the Consultancy and/or its Workers that it is essential that the Consultancy and its Worker(s) comply with to properly perform the Consultancy Services;
 - 11.2.5 performance of the Consultancy Services is prevented for one week or more by the incapacity of the Workers and the Consultancy is unable to provide a replacement Worker(s), or a suitable substitute or sub-contractor pursuant to the provisions of clause 2.2; and
 - 11.2.6 the Consultancy becomes insolvent, dissolved or subject to a winding up petition.
- 11.3 The provisions of clause 11.2 shall equally apply to any party performing the Consultancy's obligations as provided for in clause 2.
- 11.4 Where the agreement is terminated prior to Completion but the Consultancy Services are partially performed, the Consultancy will be entitled to pro-rata payment to the date of the termination provided there has been no breach of contract.
- 11.5 Upon Completion or termination of the Consultancy Services, the Client shall be under no obligation to offer the Consultancy further work, nor shall the Consultancy be under any obligation to accept any offer of work made by the Client.

12 INTELLECTUAL PROPERTY

- 12.1 The Consultancy hereby assigns to the Client all future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this Agreement, the Consultancy holds legal title in these rights and inventions on trust for the Client.
- 12.2 The Consultancy agrees:
- 12.2.1 to notify to the Client in writing full details of any Inventions promptly on their creation;
 - 12.2.2 to keep confidential, details of all Inventions;
 - 12.2.3 whenever requested to do so by the Client (at the Client's sole cost) and in any event on Completion, promptly to deliver to the Client all correspondence, documents, papers and records on all media (and all copies or abstracts of them

with the exception of 13.1.5 below), recording or relating to any part of the Works and the process of their creation which are in its possession, custody or power;

- 12.2.4 not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Client (at the Client's sole cost); and
 - 12.2.5 to do all reasonable acts necessary (at the Client's sole cost) to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Client.
- 12.3 The Consultancy warrants to the Client that:
- 12.3.1 it has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;
 - 12.3.2 it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
 - 12.3.3 they reasonably believe that the use of the Works or the Intellectual Property Rights in the Works by the Client will not infringe the rights of any third party.
- 12.4 The Consultancy agrees to indemnify the Client and keep it indemnified at all times against all or any proper and reasonable costs, actionable claims, damages or expenses properly incurred by the Client with respect to any intellectual property infringement claim directly relating to the Works or Inventions supplied by the Consultancy to the Client during the course of providing the Services. The Consultancy shall maintain adequate liability insurance coverage and shall supply a copy of the policy to the Client on request.
- 12.4 The Consultancy acknowledges that, except as provided by law, no further fees or compensation other than those provided for in this Agreement are due or may become due to the Consultancy in respect of the performance of its obligations under this clause 12.
- 12.5 The Consultancy undertakes (at the sole expense of the Client) at any time either during provision of the Consultancy Services or after Completion to execute all documents, make all applications, give all assistance and do all acts and things as may, in the reasonable opinion of the Client be necessary to vest the Intellectual Property Rights in, and to register them in, the name of the Client and to defend the Client against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works and the Inventions.
- 12.6 Each Party shall retain ownership to all pre-existing materials and independently developed intellectual property of such Party. Except as agreed otherwise in writing, to the extent that any pre-existing materials or independently developed intellectual property is used by the Consultancy in the course of providing the Services, Consultancy shall grant, and hereby grants, to Client a perpetual, irrevocable, fully paid-up, royalty-free, worldwide, non-exclusive, transferable right and license (or in the case of third party materials, sublicense) for Client or its agents or assigns to use, execute, copy, modify, display, perform, distribute and create derivative works based on such work and materials, and the right to authorize others to do any of the foregoing.

- 12.7 The Consultancy irrevocably appoints the Client to be its attorney in its name and on its behalf to execute documents, use the Consultancy's name and do all things which are necessary for the Client to obtain for itself or its nominee the full benefit of this clause.

13 CONFIDENTIALITY

- 13.1 In order to protect the confidentiality and trade secrets of the Client and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Consultancy agrees on its own part and on behalf of its Workers as follows:-

13.1.1 not at any time whether during or after the performance of the Consultancy Services (unless as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the Client with the exception of information already in the public domain and any use or disclosure required by law;

13.1.2 to implement reasonable security measures to protect all documents and materials belonging to the Client in the possession of the Consultancy.

13.1.3 to deliver up to the Client (as directed) on Completion all documents and other materials belonging to the Client (and all copies with the exception of 13.1.5 below) which are in its possession including documents and other materials created by it or the Worker(s) during the course of the Consultancy Services; and

13.1.4 to, not at any time, make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under this Agreement in which event any such item shall belong to the Client.

13.1.5 Where it is necessary or reasonable for the Consultancy to retain Client information due to a regulatory or standard archive requirement, to ensure the information will remain confidential and will be deleted when the requirement expires.

13.1.6 to inform the Client of any suspected or confirmed breach of Client's confidential information in the Consultancy's possession within 48 hours of becoming aware of such breach.

13.1.7 to not advertise that the Consultancy provides services to the Client or use the Client in their promotional material without the written permission of the Client.

- 13.2 The Consultancy shall use reasonable endeavours to procure that the provisions of this clause 13 shall also apply to any subcontractor performing the Consultancy's obligations provided for in clause 2.

- 13.3 The Provisions of this clause 13 will survive indefinitely upon the termination of this agreement.

14 COMPUTER EQUIPMENT

- 14.1 The Consultancy shall use reasonable endeavours to ensure that any computer equipment and associated software which it provides to its Workers for the purpose of providing the Consultancy Services contains anti-malware and other protections with the latest released upgrade from time to time.

15 RELATIONSHIP BETWEEN THE CLIENT AND CONSULTANCY

- 15.1 The Consultancy acknowledges to the Client that there is no intention on the part of the Consultancy, the Worker(s) or the Client to create an employment relationship between any of those parties and that the responsibility of complying with all statutory and legal requirements relating to the Workers(s), (including but not limited to the payment of taxation, maternity payments and statutory sick pay) shall fall upon and be discharged wholly and exclusively by the Consultancy. In the event that any person should seek to establish any liability or obligation upon the Client on the grounds that any of its Workers are an employee of the Client, the Consultancy shall upon demand indemnify the Client and keep them indemnified in respect of any such liability or obligation and any related proper and reasonable costs expenses or other losses which the Client shall properly incur as a direct result of such liability.
- 15.2 The Client is under no obligation to offer further contracts or services to the Consultancy nor is the Consultancy under obligation to accept such contracts or services if offered. The Consultancy is not obliged to make its services available except for the performance of its obligations under this Agreement. Both parties agree and intend that there be no mutuality of obligations either during or following the agreement, whatsoever.
- 15.3 Where the Client engages the Consultancy to provide sub-contracted services to a Customer of the Client; then the Client, at their discretion and with written confirmation, may choose to market and rebrand the Consultancy's Services to the Customer under the Client's own brand ("**White Label**"). In such a case the Consultancy will comply with any reasonable and relevant Client branding guidelines.
- 15.4 During the period of this agreement and for a period of one year from the date of termination for any reason ("**the Restricted Period**"), the Parties mutually agree not to solicit, call on, perform services for, interfere with or endeavor to entice away from the other Party directly or indirectly, any Customer of the other Parties to whom they had provided services at any time during the agreement for the purpose of marketing or providing any service competitive with any existing service then offered by the original Party, on their own behalf or on behalf of any other person(s), corporation, partnership or entity whatsoever. Likewise neither party will attempt to independently engage a Worker(s) of the other Party during the Restricted Period for their benefit or that of any other persons. The Restricted Period can be revoked either wholly or in part with the express written agreement between the Parties.

16 NOTICES

- 16.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the registered office from time to time of the party upon whom the notice is to be served. Any such notice may be delivered personally, electronically or by first class prepaid post and shall be deemed to have been served if by hand or electronically when delivered, if by first class post in 48 hours.

17 LIABILITY

- 17.1 The Consultancy shall be liable for proper and reasonable loss, damage or injury to the Client arising directly from the deliberate acts or omissions of the Consultancy or its Workers or from the deliberate acts or omission of any sub-contractor to whom the Consultancy sub-contracts the performance of the Consultancy Services during the performance of the Consultancy Services and the Consultancy shall indemnify and keep indemnified the Client against any such proper and reasonable loss, damage or injury provided that the total aggregate liability of the Consultancy shall not exceed the total cost of the Consultancy Services under this contract or £1,000,000.00 whichever is the lesser.

- 17.2 The Consultancy shall ensure the provision of adequate employer's liability insurance, public liability insurance and any other suitable policies of insurance such as professional indemnity insurance in respect of the Consultancy and its Workers) during the performance of the Consultancy Services.
- 17.3 The Consultancy shall be liable for any defects arising as a result of the provision of the Consultancy Services and the Consultancy shall rectify at its own cost such notified defects as may be capable of remedy.
- 17.4 The Consultancy acknowledges that the Worker(s) provided is not an agency worker as defined under the Agency Worker Regulations 2010 and that the Agency Worker Regulations 2010 do not apply in relation to this Agreement. The Consultancy shall indemnify and keep indemnified the Client against any proper and reasonable losses the Client may properly suffer as a direct result of any claim made by or on behalf of any of the Workers under the Agency Worker Regulations 2010 in accordance with clause 17.1 above.
- 17.5 The Consultancy shall not be held liable for any defects arising directly from omissions of the Client or resulting from malicious activity by unauthorised 3rd parties.

18 DATA PROTECTION

- 18.1 The Client will collect and process information relating to the Worker(s) in accordance with the privacy notice which is <<on the intranet OR annexed to this Agreement>>.
- 18.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 18 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 18.3 In this clause 18, Personal Data and Process and Data Subject shall have the meaning given to those terms in the Data Protection Legislation.
- 18.4 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and the Consultancy is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 18.5 Without prejudice to the generality of clause 18.2, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Consultancy for the duration and purposes of this agreement.
- 18.6 Without prejudice to the generality of clause 18.2, the Consultancy shall, in relation to any Personal Data processed in connection with the performance by the Client of its obligations under this agreement:
- (a) process that Personal Data only on the written instructions of the Client unless the Supplier is required by the laws of the United Kingdom, any member of the European Union or by the laws of the European Union applicable to the Consultancy to process Personal Data (**Applicable Data Processing Laws**);
 - (b) maintain for the duration of the Agreement such appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
 - (c) ensure all Personal Data is kept confidential;

- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - (i) the Client or the Consultancy has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Consultancy complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Consultancy complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- (e) assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Client on becoming aware of a Personal Data breach in accordance with applicable data processing laws;
- (g) comply with any reasonable request of the Client to amend, transfer, return or destroy the Personal Data or any part thereof unless required by Applicable Data Processing Laws to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 18.

18.7 The Client consents to the Consultancy engaging any person as a sub-processor (to include any substitute appointed under clause 2.2) for the Processing of Personal Data. The Consultancy will inform the Client of any intended changes concerning the addition or replacement of sub-processors, thereby giving the Client the opportunity to object to such changes. If the Client objects to such a change and the Consultancy does not reasonably able to make such adjustments to remove the objection, the Client will be entitled to terminate this agreement by giving not less than 30 days' written notice to that effect to the Consultancy.

18.8 If the Consultancy appoints a sub-processor they will put a written contract in place between the Consultancy and the sub-processor that specifies the sub-processor's Processing activities and imposes on the sub-processor substantially similar terms to those imposed on the Consultancy in this clause 18. The Consultancy will remain liable to the Client for performance of the sub-processor's obligations. If the Consultancy makes any transfers of Personal Data outside of the European Economic Area it will comply with the Data Protection Legislation and the Client will execute such documents or take such actions as may be required to assist with such compliance.

18.9 It is acknowledged and agreed between the parties that this clause 18 may be revised and/or replaced with applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when agreed between the parties, signed by the parties and attached to this Agreement).

19 ANTI-BRIBERY AND ANTI-CORRUPTION

19.1 The Consultancy shall:

- 19.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 (“**Relevant Requirements**”);
 - 19.1.2 comply with the Clients’ Anti-Bribery Policy, as the same may be updated from time to time (“**Bribery Policy**”);
 - 19.1.3 have and maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Bribery Policy and will enforce them where appropriate;
 - 19.1.4 promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Consultancy in connection with the performance of this Agreement; and
 - 19.1.5 ensure that its Workers comply with this clause 19.
- 19.2 For the purpose of this clause 19 the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act) and section 8 of that Act respectively.

20 ILLEGALITY

- 20.1 If any provision or term of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the parties of this Agreement such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement and the remainder of the provisions shall continue in full force and effect provided always that if any such deletion substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend the modify the provisions and terms of this Agreement as necessary or desirable in the circumstances.

21 ENTIRE AGREEMENT

- 21.1 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.
- 21.2 Each party acknowledges that in entering into this Agreement it does not rely on, and 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.
- 21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 21.4 Nothing in this clause shall limit or exclude any liability for fraud.

22 COUNTERPARTS

22.1 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.

23 THIRD PARTY RIGHTS

23.1 Except as expressly provided elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

23.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

24 FORCE MAJEURE

24.1 The Consultancy shall not be liable for any breaches of its obligations under this Agreement resulting from causes beyond its reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion, pandemic or other catastrophe.

25 GOVERNING LAW AND JURISDICTION

25.1 This Agreement shall be construed in accordance with the laws of England & Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England & Wales.

SIGNATURES

For and on behalf of The Virtual CISO Limited
(Signature)

For and on behalf of <<Client Limited>>
(Signature)