

MARKETING AGREEMENT

Meanings

1. In this Agreement, the following words are defined:

Agreement	this agreement and any changes that the parties agree in writing;
Client Personal Data	any Personal Data that is processed by the Consultant on behalf of the Client in relation to this Agreement, but excluding data with respect to which the Consultant is a Controller;
Commencement Date	the date of first payment or agreeing to accept the terms of this agreement will be deemed as the commencement date.
Controller	has the meaning given in applicable Data Protection Laws from time to time;
Consultant Work	any Work developed, created, written, prepared, devised or discovered by Hannah Thornton of Hannah Grey Marketing (or by any substitute permitted under this Agreement) in the course of providing the Services;
Data Protection Laws	all applicable laws relating to the processing of Personal Data, including, for the period during which it is in force, the UK General Data Protection Regulation;
Data Subjects	has the meaning given in applicable Data Protection Laws from time to time;
Employee	an individual employed by the Client or Consultant under a contract of employment;
Intellectual Property	all existing or future intellectual and industrial property rights, anywhere in the world, in the Consultant Work, including any invention, patent, utility model right, copyright and related right, trade mark, trade name, internet domain name, design right, design, service marks, database right, typography right, right in get-up, right in goodwill or to sue for passing off and any other right of a similar nature whether registered (or capable of registration) and the right to apply for any of these;
Personal Data	has the meaning given in applicable Data Protection Laws from time to time;
Services	(a) the services which are set out and described in the "quote" document to this Agreement and (b) any other services agreed between the parties. The Consultant will carry out the Services online. The Consultant will report to the Client;
Supervisory Authority	has the meaning given in applicable Data Protection Laws from time to time;
Term	the term of this Agreement in ongoing unless a fixed term is stipulated in the quote document.
Work	all forms of work, including works of authorship, products, documents, materials, discoveries, inventions, programs (including software programs and source code), databases, know-how, methodologies, ideas and designs;

2. In this Agreement, unless the context requires a different interpretation:

- a. words denoting any gender include all genders;
- b. the singular includes the plural and vice versa;
- c. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this Agreement;
- d. a reference to a person includes firms, companies, government entities, trusts and partnerships;
- e. "including" is understood to mean "including without limitation";
- f. reference to any statutory provision includes any modification or amendment of it; and
- g. the headings and sub-headings do not form part of this Agreement.

Services

3. From the Commencement Date, the Consultant will perform the Services as requested by the Client. The Client is not obliged to provide work for the Consultant, nor is the Consultant obliged to accept work if offered.

4. The Consultant must:

- a. spend as much time as necessary to perform the Services properly unless prevented by illness or injury (which they must notify to the Client as soon as reasonably practicable) and no fee shall be payable during any time period when the Services are not being provided to the Client;
 - b. perform the Services using reasonable care and skill and to the best of their abilities;
 - c. cooperate with the Client and attend meetings and discussions whenever the Client reasonably requests;
 - d. keep the Client properly informed of progress on all projects and give them written information when asked to;
 - e. comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including the Bribery Act 2010. They must have their own systems in place to ensure compliance and where requested by the Client certify to it on an annual basis that they continue to comply. The Consultant must ensure they report any matter relating to bribery or corruption to the Client immediately, if they become aware of or suspect such activity, whilst providing the Services for the Client. Failure to comply with this paragraph entitles the Client to terminate this agreement immediately; and
 - f. comply with the policies, procedures and rules that the Client reasonably requests. This always includes the Client's health and safety policies and procedures and if they become aware of any whilst providing the Services for the Client, the Consultant must always report any unsafe working conditions to the Client immediately.
5. The Consultant can provide, at their own expense, a suitably skilled and qualified substitute to perform the Services on their behalf, if the Client gives prior written consent. In this case, the Consultant:
- a. will continue to invoice the Client in accordance with this Agreement and is responsible for paying the substitute and, as a matter of contract, for the performance of the Services and this Agreement;
 - b. must procure that the substitute commits no act or omission which if done or omitted by the Consultant would be in breach of this Agreement;
 - c. must immediately procure and give to the Client on request:
 - i. a valid assignment of all Intellectual Property and of all Work created by the substitute;
 - ii. a written irrevocable waiver of the substitute's moral rights in the Consultant Work, so far as legally permitted; and
 - iii. a direct contractual commitment from the substitute to the Client equivalent to the Consultant's obligations regarding confidentiality, Intellectual Property, tax and national insurance and any other provisions reasonably requested by the Client (with only those changes as are needed in the context).
6. The Consultant will have complete discretion concerning which of their personnel perform the Services as substitute. The Client has the right to refuse a substitute, if, in its reasonable opinion, the substitute is neither suitably skilled nor qualified to perform the Services.
7. The Consultant will remain liable for the Services completed by the substitute and bear any costs.
8. During the Term and with express permission, the Consultant may work for or be involved in any other business or undertaking, as long as doing this does not create a conflict of interest or interfere with the Services. For the avoidance of doubt, a 'conflict of interest' is any interest, direct or indirect, that would conflict in any way with the performance of the Services under the Agreement.
9. The Consultant shall take all reasonable steps to offer (or cause to be offered) to the Client any potential new business relevant to the goods or services provided by the Client, as soon as practicable after it has come to their knowledge and before being offered by the Consultant (or caused by the Consultant to be offered) to another party.

Status, Equipment and Resources

10. The Consultant is an independent contractor, in business on their own account. The parties agree that this Agreement and providing the Services do not make the Consultant an Employee, worker, partner, member or agent of the Client and the Consultant cannot hold themselves out as being any of these. The Consultant does not have (and must not hold themselves out as having) any authority to incur any expense to the Client or to bind the Client in any other way.
11. The Client does not directly control the Consultant's actions. The Consultant can provide the Services in the way they choose, except when this Agreement states otherwise.
12. The Consultant shall provide at their own cost, all necessary equipment and resources as is reasonable for the performance of the Services. The Consultant is responsible for maintaining and ensuring the safety of such equipment and resources as necessary.
13. If the Consultant's equipment or resources are stored on the Client's property, the Client must not use them without the Consultant's prior written consent and must contact the Consultant before making any changes to where or how they are stored.
14. The Consultant may use third parties to provide administrative functions relating to the Services, but must bear the costs of this in full and any such third party must, if requested by the Client, enter into direct promises with the Client, including relating to confidentiality.
15. The Services shall be provided at such locations and during such hours as the Consultant deems appropriate for the satisfactory performance of the Services.

Fees and Expenses

16. The Client must pay the Consultant the fee agreed in advance and in writing for each task forming part of the Services (plus VAT if applicable), with the exception of % based fees on revenue. This will be invoiced on or around the 1st of every month based on a % of the previous month's revenue.
17. The Client must pay the Consultant within 7 days of receiving an invoice from the Consultant.
18. The Consultant reserves the right to claim interest, compensation and reasonable costs under the Late Payment of Commercial Debts (Interest) Act 1998 and it is agreed that the term implied by that Act shall apply after any judgment as well as before. Any reference to the Late Payment of Commercial Debts (Interest) Act 1998 is also a reference to any amendment, modification or re-enactment of it. If for any reason the Late Payment of Commercial Debts (Interest) Act 1998 does not apply, interest shall be payable on overdue amounts at 8% over the Bank of England Base Rate from time to time.
19. The Consultant is responsible for all expenses incurred by them while performing the Services except if the parties agree differently in writing in advance of any specific expenses being incurred.
20. If either party ends this Agreement, the Consultant will only be paid for Services satisfactorily provided until the last day of the Term. The Client shall be entitled to deduct from the fees (and any other sums) due to the Consultant any sums that the Consultant may owe to the Client at any time. If service are not to be continued through the notice period, and no invoice value can be determined, the invoice will be calculated based on an average of the last 3 month's invoices.

Termination

21. This Agreement begins on the Commencement Date and ends when either party gives at least 30 days advance written notice that they wish to terminate it or when one of the grounds for immediate termination set out in this clause applies.
22. The Client can terminate the Agreement in writing immediately without notice or payment of any compensation (without prejudice to other rights in law to terminate this agreement) if the Consultant:
 - a. is guilty of any misconduct;
 - b. commits any fundamental or repeated breach of this Agreement or the Consultant fails to comply with the Client's policies or any reasonable and lawful directions of the Client or is negligent or incompetent in performing the Services;
 - c. commits a criminal offence or acts in any way dishonestly, whether or not while providing the Services, which damages or is likely to damage their or the Client's reputation;
 - d. is unable to provide the Services for 14 days in any one month consecutive period by reason of incapacity; or
 - e. becomes bankrupt, applies for or is the subject of a receiving order or makes any composition or enters any deed of arrangement with their creditors or has a county court administration order made against them under the County Court Act 1984.
23. The Consultant can terminate this Agreement immediately without notice or payment of any compensation if the Client:
 - a. commits any fundamental or repeated breach this Agreement;
 - b. commits a criminal offence or acts in any way dishonestly, whether or not while the Consultant is providing the Services, which damages or is likely to damage the Consultant's or the Client's reputation;
 - c. is a company and is dissolved or stops conducting substantially all of its business or cannot pay its debts as they fall due or a receiver is appointed over any of its property or assets or it is subject to an administration order (within the meaning of the Insolvency Act 1986) or goes into liquidation; or
 - d. is a natural person and is bankrupt, applies for or is the subject of a receiving order or makes any composition or enters any deed of arrangement with their creditors or has a county court administration order made against them under the County Court Act 1984.

Confidential Information

24. During the Term, the Consultant may have access to confidential information about the Client and its business(es) which includes documents and information whether written, electronic or otherwise, which is any non-public information concerning the Client's:
 - a. finances, operational model, business plans and sales and marketing information, plans and strategies, business transactions, research activities and dealings and affairs, trade secrets including technical data and know-how;
 - b. customers, suppliers, licensors, licensees, agents, distributors, shareholders, management, contractors or other business contacts including, without limitation, lists of, identities of, contact details of and requirements of such persons, pricing or price structures, discounts, special prices or special contract terms offered to or by or agreed with such persons;
 - c. Intellectual Property, existing and planned goods, product lines or services and their components and any underlying technology or proprietary materials;

d. computer and communications systems, source codes and software;

in each case whether past, current, future or prospective, whether the Consultant creates, develops, receives or obtains the information, whether it is marked confidential or not. Confidential information does not include any information which is generally available to the public other than through the Consultant's breach of this Agreement.

25. During and after the Term, the Consultant must not use or disclose or allow the use or disclosure of any confidential information, except:

- a. as necessary to properly perform the Services; or
- b. with the Client's prior written consent or as required by law or ordered by a court of competent jurisdiction.

26. As soon as either this Agreement ends, however that happens or the Client requests it, the Consultant must:

- a. return to the Client all materials, equipment, property and documents that they have or control that either belong to or relate to the Client or its business or clients;
- b. delete any such property and information from any electronic device which belongs to the Consultant, including contact details of business contacts made during the course of this agreement, however stored and from personal, social or professional networking accounts.

27. The Client may have access to the confidential information of the Consultant included in the first clause in this section on confidential information and the Client agrees not to use or disclose or allow the use or disclosure of any such confidential information without the Consultant's prior written consent apart from if the second clause in this section on confidential information applies.

Insurances

28. The Consultant shall have personal liability for and shall indemnify the Client for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant or a substitute engaged by the Consultant of the terms of this agreement including any negligent or reckless act, omission or default in providing the Services. The Consultant must provide the Client with reasonable information concerning the business insurance policies that they have in place and must maintain insurance policies with reputable insurers providing for a level of cover and other terms of insurance which are acceptable to and agreed by the Client. The Consultant must supply the Client with copies of insurance policies, that the Client's interest is noted on the policies and evidence that premiums have been paid, if requested by the Client. The Consultant shall comply with all terms and conditions of their insurance policies at all times. The Consultant must notify the Client as soon as reasonably practicable if cover shall be changed, lapse or not be renewed or if the Consultant is aware of any reason why the cover may be changed, lapse or not be renewed.

Data Protection

29. Both parties shall comply with their obligations under the Data Protection Laws, so far as they relate to their obligations under this Agreement.

30. The Client shall only supply to the Consultant, and the Consultant shall only process, in each case under or in relation to this Agreement, the Personal Data of Data Subjects falling within the categories and types specified in Part A of Schedule 1 (Data processing information) (the **Client Personal Data**) and the Consultant shall only process the Client Personal Data for the purposes specified in Part A of Schedule 1 (Data processing information).

31. The Consultant shall only process the Client Personal Data during and for the Term of this Agreement.

32. The Consultant shall not transfer any personal data obtained from the Client outside of the UK or the European Economic Area (EEA) unless the prior written consent of the Data Subject has been obtained. The Consultant must comply with its obligations under the Data Protection Laws and ensure that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are adequate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

33. Notwithstanding any other provision of this Agreement, the Consultant may process Personal Data if and to the extent that the Consultant is required to do so by applicable law. In such a case, the Consultant shall inform the Client of the legal requirement before processing, unless that law prohibits such information on grounds of public interest.

34. The Consultant shall ensure that persons authorised to process the Client Personal Data have committed themselves to confidentiality, or are under an appropriate statutory obligation of confidentiality.

35. The Consultant shall implement appropriate technical and organisational measures to ensure an appropriate level of security for the Client Personal Data. The Consultant shall provide the Client with details of all such technical and organisational measures on reasonable written notice from the Client.

36. Where the Consultant is acting as a Processor of Client Personal Data in connection with its delivery of Services under this Agreement the Consultant may retain and use the services of third parties who from time to time may need to process Personal Data (each a **Third Party Sub-Processor**). As such, the Client hereby generally authorises each Third Party Sub-Processor

engaged by the Consultant at the time this Agreement is executed to be a sub-processor in relation to the Personal Data. The Consultant will provide the Client with a list of all Third Party Sub-Processors on written request.

37. The Consultant will enter into an agreement with each Third Party Sub-Processor that obligates the Third Party Sub-Processor to process the Personal Data in a manner substantially similar to the standards set forth under this Agreement, and at a minimum, at the level of data protection required by Data Protection Laws (to the extent applicable to the services by the Third Party Sub-Processor under this Agreement).

38. The Consultant must give the Client at least 30 days' notice of any intended changes concerning the addition or replacement of any Third Party Sub-Processor. If the Client objects to any such changes before their implementation, then the parties shall discuss commercially reasonable alternative solutions in good faith.

39. The Consultant shall be liable for the acts and omissions of the Third Party Sub-Processor to the same extent the Consultant would be liable if performing the services of each Third Party Sub-Processor directly under the terms of this Agreement.

40. The Consultant shall, insofar as possible and taking into account the nature of the processing:

- a. take appropriate technical and organisational measures to assist the Client with the fulfilment of the Client's obligation to respond to requests exercising a Data Subject's rights under the Data Protection Laws;
- b. assist the Client in ensuring compliance with the obligations relating to the security of processing of Personal Data, the notification of Personal Data breaches to the Supervisory Authority, the communication of Personal Data breaches to the Data Subject, Data Protection Impact Assessments (as such term is defined in the Data Protection Laws) and prior consultations in relation to high-risk processing under the Data Protection Laws;
- c. make available to the Client all information necessary to demonstrate the compliance of the Consultant with its obligations under the Data Protection Laws;
- d. at the Client's discretion, delete or return all of the Client Personal Data to the Client upon termination or expiry of the Agreement, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data; and
- e. allow for and contribute to audits, including inspections conducted by the Client or another auditor mandated by the Client in respect of the compliance of the Consultant's processing of Client Personal Data with the Data Protection Laws.

41. The Client may hold and process a wide variety of Personal Data about the Consultant, including references, personal records, emails containing personal details, addresses and details of contractual benefits. Some of this data may come within the "special categories of personal data" (known as sensitive personal data) and includes but is not limited to information about:

- a. the Consultant's racial or ethnic origin or religious or similar information, for equal opportunities monitoring;
- b. information about the physical or mental health of the Consultant to monitor sickness absence; and
- c. any criminal proceedings involving the Consultant, for insurance purposes and to comply with legal requirements and third party obligations.

42. The Client will only process sensitive personal data if:

- a. it has a lawful basis for doing so; and
- b. one of the special conditions for processing sensitive personal data applies, e.g. the Consultant has given their explicit consent.

43. Before processing any sensitive personal data, the Client will take all steps necessary to ensure it can process such information lawfully.

44. The Client will use appropriate technical and organisational measures to keep the Consultant's data secure, and in particular, to protect against unauthorised or unlawful processing and against accidental loss, destruction or damage. More information on data security can be found in the Client's Information Security Policy.

Warranties and Indemnities

45. The Consultant represents and warrants that they do not have any obligation which would restrict or prohibit them from complying with this Agreement.

46. Neither party will be liable for:

- a. any form of indirect, consequential or special loss;
- b. any loss or corruption of any data, database or software;
- c. any loss of business, contracts or commercial opportunities or any other form of pure economic loss, direct or indirect.

47. Nothing in this Agreement:

- a. limits or excludes a party's liability for causing death or personal injury by their negligence;
- b. limits or excludes a party's liability for their fraud or fraudulent misrepresentation; or
- c. limits or excludes a party's liability in any way not permitted under applicable law.

48. The total liability of both the Client and Consultant (however arising) under the Agreement will not exceed the total amount paid by the Client to the Consultant under this Agreement.

49. The Consultant is solely responsible for paying tax and National Insurance Contributions on payments to them in respect of payments to them for the Services. The Consultant must indemnify the Client and keep it fully and effectively indemnified in respect of any claims, demands, assessments, contributions or deductions made by the relevant authorities against the Client for income tax or National Insurance Contributions relating to the Services together with any interest and penalties, unless the claim or demand was caused by the Client's default or negligence. The Client may make deductions from payments due to the Consultant to satisfy this indemnity.

50. All warranties, conditions and other terms implied by law are excluded from this Agreement unless stated in this Agreement, as far as permitted by law.

Intellectual Property

51. The Consultant assigns to the Client absolutely as beneficial owner with full title guarantee the Intellectual Property for the full term of those rights and all renewals and extensions, together with all accrued rights, with effect from the date on which all invoices submitted by the Consultant (in accordance with the section of the Agreement entitled 'Fees and Expenses') in respect of the Services are paid in full.

52. The Consultant will promptly disclose and give to the Client all Intellectual Property for its exclusive use and benefit and keep their details confidential, delivering all documents relating to any part of the invention to the Client whenever requested by the Client. The Consultant will not register or attempt to register any of the intellectual property rights in any work carried out during this Agreement, nor any inventions, unless at the Client's request. The Consultant will do all acts necessary to confirm that absolute title in all intellectual property rights in the work carried out during this Agreement and any inventions has passed, or will pass, to the Client. The Consultant will do everything necessary to give effect to this clause both during and after this Agreement. The Consultant irrevocably waives their moral rights in any Intellectual Property anywhere in the world.

53. The Consultant agrees to indemnify the Client and keep it indemnified against all or any costs, claims, damages or expenses incurred by the Client, or for which the Client may become liable, with respect to any claim relating to intellectual property supplied by the Consultant to the Client whilst providing the Services. The Consultant shall ensure that the Client's interest is noted on a suitable insurance policy, and the Client may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

54. The Consultant appoints the Client to execute documents on its behalf and do all things necessary or desirable for the Client to obtain the full benefit of this clause.

Circumstances Beyond the Control of the Parties

55. A party to this Agreement is not liable for failure or delay in performing its obligations if that failure or delay is caused by something beyond their reasonable control. In these circumstances, the affected party must notify the other party or parties as soon as reasonably practicable. The notified party or parties can suspend or terminate the Agreement immediately by notifying the other party.

Entire Agreement

56. This Agreement contains the whole agreement between the parties relating to its subject matter and supersedes all prior discussions, warranties, representations, assurances, arrangements or agreements that might have taken place orally or in writing in relation to the Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

General

57. No party can assign, transfer or sub-contract their rights and obligations under this Agreement without the prior written consent of the other party, which cannot be unreasonably withheld.

58. Only changes to this Agreement that are in writing and signed by the parties are valid or binding.

59. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement and no third party has the right to enforce or rely on any provision of this Agreement.

60. This agreement may be executed in any number of counterparts, each of which, when executed, is a duplicate original, but all the counterparts together form one agreement.

61. No delay, act or omission by a party in exercising any right or remedy is a waiver of that, or any other, right or remedy unless the parties agree differently.

62. Provisions of this Agreement which are stated or intended to continue in force after this Agreement ends will do so.

63. If any court or competent authority decides that any part of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that part will be deemed deleted so far as necessary without affecting the other parts of this Agreement, which will continue to be valid and enforceable.

64. Any notice to be delivered under this Agreement must be in writing and delivered by pre-paid first class post or left by hand delivery at the registered address or place of business of the notified party, or sent by email to the other party's main business email address as notified to the sending Party.

65. Notices:

- a. If any notice is sent by post within the United Kingdom, it is deemed to be received on the second working day after posting. Notices sent by post from or to addresses outside the United Kingdom are deemed to be received on the tenth working day after posting. Notices delivered by hand are deemed to be received at the time the notice is left at the proper address and notices sent by fax are deemed to be received on the next working day after transmission.
- b. The above clauses do not apply to the service of any proceedings or other documents in any legal action.

Governing Law and Jurisdiction

66. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Reconciliation, Discrepancies and Disputes

67. Revenue and Profit Responsibility: The Client acknowledges and agrees that the revenue, profit, and reconciliation of statistical figures provided by The Consultant remain entirely the Client's responsibility. The Client retains full control over their marketing efforts and is solely responsible for the success and outcomes of their business operations.
68. While The Consultant commits to acting in the best interests of the Client and endeavors to provide accurate and timely reports, the Client acknowledges that the ultimate success of their business is contingent upon various factors beyond the control of The Consultant.
69. The Client agrees to diligently reconcile the monthly reports provided by The Consultant with their own internal data. Should any discrepancies or inaccuracies be identified, the Client must notify The Consultant within five (5) working days to allow for appropriate measures to be implemented to rectify the situation.
70. The Client acknowledges that failure to reconcile reports in a timely manner and notify The Consultant of any inaccuracies may have an impact on both parties, and the Client assumes full responsibility, including financial responsibility for any such consequences arising from their failure to do so.
71. Notification of Payment Discrepancies: The Client agrees to promptly notify the Consultant within five (5) working days of becoming aware of any circumstances that may lead to under or overpayment for goods or services provided by the Consultant. Failure to notify the Consultant within the specified timeframe may be deemed as negligence on the part of the Client. In such cases, the Consultant shall not be held liable for any resulting consequences or discrepancies in payment amounts.
72. Overpayment Resolution: In the event of an overpayment by the Client, which is evidenced and not attributable to the negligence of the Client, and provided that the client's business is still operational and trading, the Consultant shall issue a credit note to the Client for the amount of the overpayment. This credit note may be used by the Client towards future purchases or services provided by the Consultant. Service must be commenced within the 3 month period after the credit note is issued and will be bound by the most recent version of the contract and any terms and conditions. The issuance of a credit note shall be the sole remedy available to the Client for such overpayment, and no cash refund shall be provided. The Client agrees to cooperate with the Consultant in rectifying any overpayments promptly upon notification.
73. In the event of any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, the parties agree to first attempt to resolve the dispute amicably through mediation. If the dispute is not resolved within 30 days from the commencement of mediation, either party may initiate binding arbitration or pursue other available legal remedies.

Schedule 1

PART A - DATA PROCESSING INFORMATION

Processing of Client Personal Data by the Consultant under this Schedule shall be for the subject-matter, duration, nature and purposes and involve the types of Client Personal Data, some of which may be sensitive personal data, and categories of Data Subjects set out in this Part A. 'Customer' shall mean any legal person to whom the Client has provided products or supplied services or proposed to provide products or supply services to.

- Where the Customer is a natural person, 'Customer Personal Data' means personal data relating to that Customer.
- Where the Customer is a non-natural person, 'Customer Personal Data' means personal data relating to that Customer's Employees and representatives.

Subject-Matter of Processing:

The Consultant's provision of the Services and any related technical support to the Client.

Duration of the Processing:

The Term plus the period from expiry of the Term until return/deletion of all Personal Data by the Consultant in accordance with this Schedule.

Nature and Purpose of the Processing:

The Consultant will process Client Personal Data for the purpose of providing the Services and any related technical support to the Client in accordance with this Schedule.

Types of Personal Data:

- Names, email addresses and telephone numbers of the Client and the Client's Employees and representatives (as applicable).
- Names, email addresses and telephone numbers of the Consultant and the Consultant's Employees and representatives (as applicable).
- Customer Personal Data of the following categories: names, email addresses and telephone numbers.

Types of Sensitive Personal Data ('Special Category' Personal Data):

- Sensitive Customer Personal Data which includes but is not limited to the following categories: health, racial and ethnic origin, religious or philosophical beliefs, trade-union membership, information relating to sex life or sexual orientation, and biometric data.
- Sensitive data relating the Client's Employees and representatives, which includes but is not limited to the following categories: health, racial and ethnic origin, religious or philosophical beliefs, trade-union membership, information relating to sex life or sexual orientation, and biometric data.
- Sensitive data relating to the Consultant which includes but is not limited to information relating to the following categories: health, racial and ethnic origin, religious or philosophical beliefs, trade-union membership, information relating to sex life or sexual orientation and biometric data.

Categories of Data Subjects:

Client Personal Data will concern the following categories of Data Subjects:

- Data Subjects about whom the Consultant collects Personal Data in its provision of the Services; and/or
- Data Subjects about whom Client Personal Data is transferred to the Consultant in connection with the Services by, at the direction of, or on behalf of the Client.