STING AGREEMENT

ement (Pro-Client)

WEBSITE DESIGN, D

## THIS AGREEMENT is made the

## **BETWEEN:**

- (1) <<Name of Developer>> [a number <<Company Regi <<insert Address>> ("the D
- (2) <<Name of Client>> [a conumber <<Company Regination 
  </insert Address>> ("the Company Regination

## **WHEREAS:**

- (1) The Developer carries on related services.
- (2) The Client wishes to engage hosting, and related servi Agreement.

## IT IS AGREED as follows:

- 1. Definitions and Interpreta
  - 1.1 In this Agreement expressions have the
  - "Acceptance Retests"
  - "Acceptance Tests"
  - "Business Day"
  - "Client Site Materials"
  - "Commencement Date"
  - "Confidential Informatio



<<Country of Registration>> under se registered office is at] OR [of]

Country of Registration>> under e registered office is at] OR [of]

design, development, hosting, and

ride website design, development, is and conditions set out in this

therwise requires, the following

o be carried out in the event of Clause 5 and Schedule 2;

pe carried out on the Website as nd Schedule 2;

her than Saturday or Sunday) on s are open for their full range of <insert location>>;

content provided by the Client to orporation into the Website;

of Agreement>>;

either Party, information which is rty by the other Party pursuant to this Agreement (whether orally or or medium, and whether or not the ssly stated to be confidential or



# "Data Protection Legislation"

"personal data" "data subject"

"data controller"

"data processor" and "personal data breach"

"Defect Report"

"Defect"

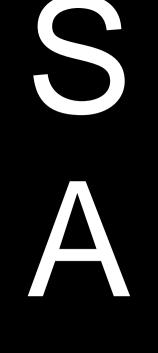
"Developer Site Material

"Hosting Fees"

"Hosting Specification"

"Intellectual Property Rights"

"Non-Developer Defect"



legislation in force from time to d Kingdom applicable to data y including, but not limited to, the ned EU law version of the General gulation ((EU) 2016/679), as it of England and Wales, Scotland, d by virtue of section 3 of the Vithdrawal) Act 2018); the Data 018 (and regulations made the Privacy and Electronic ulations 2003 as amended:

meaning defined in Article 4 of the

efects compiled by the Developer Clause 5.3;

the Website that causes it to fail tance Tests:

ontent provided or created by the pration into the Website:

b be paid by the Client to the osting services, as agreed by the Schedule 5;

setting out the particulars of the the Client requires the Developer as Schedule 4:

nts to inventions, copyright and ding moral rights), trade marks, main names, rights in get-up and I and the right to sue for passing is, rights in computer software, ghts to use and protect the onfidential information (including secrets) and all other intellectual either registered or unregistered, plications and rights to apply for ewals or extensions of, and rights in, such rights and all similar or forms or protection which either thow or in the future in any part of

the Website that causes it to fail cceptance Tests that has been omission of the Client, or by any ed with the Client for whom the sponsibility;

"Project Fees"

"Project Manager"

"Project Milestone"

"Project Specification"

"Retest Period"

"Server"

"Services"

"Testing Period"

"User Content"

"Website"

- 1.2 Unless the context
  - 1.2.1 "writing", an communicat similar mear
  - 1.2.2 a statute or provision as include all st
  - 1.2.3 "this Agreer Schedules a
  - 1.2.4 a Schedule
  - 1.2.5 a Clause or (other than and
  - 1.2.6 a "Party" or 1
- 1.3 The headings used no effect upon the in
- 1.4 Words imparting the
- 1.5 References to any

b be paid by the Client to the eveloper's Services, as agreed by it in Schedule 3;

anager appointed by either Party 1:

ple phases that the design and Website shall be divided into, as Specification;

setting out in detail the work which ne Developer to perform, attached

hin which the Acceptance Retests as specified in sub-Clause 5.7;

operated and administered by the bed in Schedule 4;

design and development services
Developer to the Client pursuant

ithin which the Acceptance Tests as specified in sub-Clause 5.1;

content uploaded or otherwise site by its users; and

e [at <<insert URL>>] to be a, and hosted by the Developer ement.

reference in this Agreement to:

ion, includes a reference to any nic or facsimile transmission or

is a reference to that statute or d at the relevant time and shall de from time to time;

this Agreement and each of the need at the relevant time;

ement;

te to a Clause of this Agreement agraph of the relevant Schedule;

parties to this Agreement.

r convenience only and shall have ement.

clude the plural and vice versa.

other gender.

ement (Pro-Client)

1.6 References to person

## 2. Scope of Services, Project

- The Parties have properties that the Parties have properties and properties are properties.
- 2.2 The Developer shadevelopment, and Specification and in
- 2.3 The Developer sha Hosting Specificatio
- 2.4 The Client may red and/or to the Hostin in writing.
- 2.5 Within <<insert per under sub-Clause 2 terms upon which seffect on the Project the Hosting Specific
- 2.6 Within <<insert per under sub-Clause : acceptance of the Specification, Hosti meeting with the De
- 2.7 The Client Site Mathe Project Specific Website as determine the Client Site Mathereof and shall losses, and expensions grounds that the Client Site Mathereof and shall losses, and expensions grounds that the Client Site of Stephens (Ipornographic), offer breaches the Intellement Specific Specific Site of Specific Site of Specific Specific

## 3. Project Management and

- 3.1 [For the duration of the Website is dee Party shall] **OR** [Estendant responsible for liangle Agreement. Each For experience of all responsible to the whom they are appoint the whom they are appoint to the website of the website
- 3.2 The Developer sha of the design and Website]. In partic requiring the Client'

tions.

## ent Site Materials

on the Project Specification and set out in Schedules 1 and 4

which shall include the design, in accordance with the Project ject Milestones set out therein.

he Server in accordance with the

ments to the Project Specification posed amendments must be made

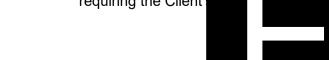
receipt of a request or proposal notify the Client in writing of the be accommodated, including the ification, the Hosting Fees, and/or

receipt of the Developer's notice fy the Developer in writing of its to the Project Fees, Project Specification, or shall request a me further.

by the Client in accordance with completion and acceptance of the client shall be fully responsible for ent, accuracy, and completeness ragainst any and all damages, any claims or proceedings on the in any material that is unlawful or ted to, material that is obscene, atening, incites violence, or that any third party).

ment of the Website (that is, until ient under sub-Clause 5.9), each a Project Manager who shall be Party on all matters under this ve the necessary knowledge and authority to commit the Party by

al>> reports detailing the progress Vebsite [and the hosting of the indicate any important matters



## 4. [Third-Party Software

- 4.1 The Third-Party S incorporated into t licence agreement[s
- 4.2 The licence fee[s] p Project Fees payab

## 5. Development, Testing, ar

- 5.1 Upon completion of Developer in accord <insert relevant duration>> Busines Acceptance Tests of
- 5.2 In the event that the the Developer at the
- 5.3 Upon receipt by th 5.2, the Developer to compile the Clie Developer shall pro
- 5.4 Upon receipt by the mutually acceptable and a suitable timet
- 5.5 In the event that a omission of the Cli whom the Develope not be considered a Non-Developer Def passed the Accept apply.
- 5.6 Defects shall be rer
  The Client may re
  Defects, however th
  full for such remed
  require full payment
- 5.7 Where applicable, necessary work to r Client shall have a which it shall carry oparts thereof, as ap
- 5.8 In the event that the the following option other rights and rem
  - 5.8.1 to require the upon a suit remedial wo the Accepta the steps in 5.8.2 or 5.8.3

nedule 6 shall be supplied and nce with the applicable software

y Software shall form a part of the e set out in Schedule 3.1

elopment of the Website by the pecification and Project Milestone e Client shall have a <<insert uring which it shall carry out the ed in Schedule 2.

not passed, the Client shall informed of all Defects in writing.

nt's information under sub-Clause <insert duration>> Business Days into a Defect Report which the g by the end of that period.

ort, the Parties shall agree upon a fects and to agree upon solutions ch solutions.

o have been caused by an act or rty associated with the Client for uch a Non-Developer Defect shall s of the Acceptance Tests. If only /ebsite shall be deemed to have ovisions of sub-Clause 5.9 shall

at no additional cost to the Client. per remedy any Non-Developer re the right to charge the Client in rent rates for such work and to

y the Developer of any and all during the Acceptance Tests, the siness Day Retest Period during sts on the Website (or the affected Schedule 2.

not passed, the Client shall have without prejudice to the Client's

ne remaining Defects and to agree Idline for the completion of that ptance Retests. If the Website fails lient may require the repetition of it may proceed under sub-Clauses



# 5.8.2 to accept the reduction in agreed upon Business Da Parties do r Client shall Clause 5.8.3

- 5.8.3 to reject the Specification immediately sums alread [immediately
- 5.9 The Website shall
  Tests and (where a
  Defects remain (ex
  by the Client unde
  Acceptance Tests,
  Project Acceptance
  delay.
- 5.10 [Immediately upon acceptance of the completed Website the Website on its S

rent state, subject to a reasonable e to the Developer which shall be n writing within <<insert period>> of the Acceptance Retests. If the eduction within the time limit, the Website in accordance with sub-

r failure to comply with the Project his Agreement shall be terminated II refund to the Client any and all e Developer under this Agreement riod>> Business Days].

en accepted when all Acceptance letests have been passed and no Defects and any Defects accepted on successful completion of the the same by means of a Final on to the Developer without undue

t period>> Business Days of] he Developer shall [deliver the sert method>> and] begin hosting

# 6. **Fees and Payment**

- 6.1 The Client shall pa calculated in accord period>> of receipt
- 6.2 Any and all sums [inclusive] of VAT.
- 6.3 If the Client fails to date for payment, t remedies (including pay interest on the payment of that ove
- 6.4 Interest under sub percentage>>% per to time, and at <<ir base rate is below 0

**Website Hosting** 

7.

- 7.1 The Developer shal provided to them f Business Days of re
- 7.2 The Developer shat purposes of enabl AND/OR [update the
- 7.3 The Developer sha

Project Fees and Hosting Fees, and 5 respectively, within <<insert e for the same.

reement shall be [exclusive] OR

to the Developer on or by the due the Developer's other rights and under Clause 15), the Client shall due date for payment until the e or after judgment.

ue daily at the rate of <<insert of England's base rate from time rannum for any period when that

h any and all Client Site Materials e Client within <<insert period>>

ith access to the Server for the ate information on the Website] are Materials].

ite with Client Site Materials. The

Developer shall h responsible for mon

7.4 Notwithstanding subcontent on the Web Site Materials) is ur material that is obsincites violence, or party), it shall inforr the same immediate

## 8. Intellectual Property

- 8.1 The Client warrants supplied by them to permissions and ri licensors, as appropall Intellectual Prope
- 8.2 The Developer wal Materials supplied to all necessary permi
- 8.3 The Developer sh subsisting in the W Upon receipt by the ownership of the sa all documents nece
- 8.4 The Developer shat expenses arising out the infringement of the Website created
  - 8.4.1 promptly not
  - 8.4.2 makes no a written cons
  - 8.4.3 provides the Developer m
  - 8.4.4 gives the D proceedings
- 8.5 The Client shall in expenses arising or the infringement of the Client Site Mate
  - 8.5.1 promptly not
  - 8.5.2 makes no a consent;
  - 8.5.3 provides the may reasona
  - 8.5.4 gives the oproceedings
- 8.6 The indemnities set

Jser Content and shall not be

oper reasonably believes that any imited to User Content and Client nsive (including, but not limited to, ffensive, defamatory, threatening, ctual Property Rights of any third of such content and shall remove

nt to use all Client Site Materials t, where applicable, all necessary d. The Client (or the applicable ship of all Client Site Materials and rein at all times.

e right to use all Developer Site ebsite and that, where applicable, een obtained.

all Intellectual Property Rights fees are paid in full by the Client. ue, the Developer shall assign the tely, and the Parties shall execute t assignment.

against all damages, losses, and edings brought by a third party for ual Property Rights by any part of loper provided that the Client:

ting of the claim or proceedings;

its without the Developer's prior

ormation and assistance that the nd

to defend or settle the claim or

against all damages, losses, and edings brought by a third party for ual Property Rights by any part of veloper:

of the claim or proceedings;

s without the Client's prior written

on and assistance that the Client

defend or settle the claim or

all not apply to the extent that the

ement (Pro-Client)



claims or proceed compliance with an Party.

8.7 The Developer sh Materials assigned Website [, or use anything substantia of any kind for any t

## 9. Warranties

- 9.1 Each Party hereby to enter into, and pe
- 9.2 The Developer sh reasonable care a recognised practic development, and h
- 9.3 The Developer war material defects a Specification for a particle takes place under perform in accordate ensure that the Wedelay and at no additional defects and accordance of the second second
- 9.4 The warranty provided non-conformity with to the Website by the the Developer.

## 10. Liability

- 10.1 Neither Party shall profits, revenues, a any indirect or cons
- 10.2 Nothing in this Agr 10.4 or Clause 12 a cap on each Party's
- 10.3 Subject to sub-Clau any claims based connection with to negligence), or other
- 10.4 Nothing in this Agre or personal injury c terms implied by Se the Supply of Go misconduct of that I other form of liability

out of the indemnifying Party's ials provided by the indemnified

Site Materials, any Developer Agreement, [or] any part of the look and feel of the Website or other material

it has the full power and authority er, this Agreement.

ons under this Agreement with with generally established and vailing in the website design,

hall be free of errors, viruses, and in accordance with the Project >> from the date that acceptance event that the Website does not pecification, the Developer shall roject Specification without undue

all not apply to the extent that any arises out of modifications made y without the direct involvement of

for any loss of profit, anticipated will, or business opportunity, or for

Party's liability under sub-Clause hereunder shall count towards the e 10.3.

al liability to the other in respect of alendar year arising out of or in er in contract, tort (including <<insert sum>>.

Ide either Party's liability for death gligence; fraud; any breach of the Boods Act 1979 or by Section 2 of 1982; the deliberate or wilful onts, or sub-contractors; or for any or excluded by law.

## 11. Data Protection

- 11.1 All personal data the shall be collected, the Data Protection Party of any obligations set
- 11.2 Complete details of of personal data ind data is used, the P data subjects' right available in the Pa [available from <<in

## 12. **Data Processing**

12.1 [All personal data tunder this Agreeme Data Processing Ag

## OR

- 12.1 [The Parties hereby protection requirem 12 shall not reliev Protection Legislat obligations.
- 12.2 For the purposes of Client is the data co
- 12.3 The type(s) of pers the scope, nature processing are set
- 12.4 The Client shall ensemble to enable to purposes described
- 12.5 The Developer sha relation to its perfor
  - 12.5.1 process the unless the I data by law processing u
  - 12.5.2 ensure that measures (a unauthorised destruction. harm resulting of the art in Measures to
  - 12.5.3 ensure that data (whether obliged to keep

n connection with this Agreement accordance with the provisions of his Agreement shall relieve either Protection Legislation or replace Legislation.

processing, storage, and retention, the purposes for which personal ing such personal data, details of sharing (where applicable) are rt name of notices or policies>> ached in Schedules 7 and 8].

Developer on behalf of the Client accordance with the terms of the the Parties on <<insert date>>.1

oth comply with all applicable data Protection Legislation. This Clause obligations set out in the Data nove or replace any of those

islation and for this Clause 12, the er is the data processor.

OR [categories] of data subject, cessing, and the duration of the

II necessary consents and notices onal data to the Developer for the

personal data processed by it in ations under this Agreement:

e written instructions of the Client equired to process such personal romptly notify the Client of suching so by law;

ble technical and organisational ) to protect the personal data from ng, accidental loss, damage or pe proportionate to the potential sing into account the current state of implementing those measures. Schedule 9:

yees with access to the personal es or otherwise) are contractually nfidential:



- 12.5.4 not transfer written cons satisfied:
- a) the Client ar for the transt
- b) affected dat remedies;
- c) the Develop Legislation, personal dat
- d) the Develor advance by data.
- 12.5.5 assist the 0 requests fro Data Prote notifications, authorities 0 Commission
- 12.5.6 notify the Cl data breach:
- 12.5.7 on the Clier return all pe termination opersonal dat
- 12.5.8 maintain cor technical ar demonstrate the Client an
- 12.6 [The Developer sha processing of perso

## OR

- 12.6 [The Developer shaprocessing of personsent of the Clieprocessor, the Developer shaprocessor, the Developer shaprocessor sha
  - 12.6.1 enter into a impose upor upon the De Developer a
  - 12.6.2 ensure that that agreement
- 12.7 [In the event that the processing of polyand the Developer omissions of the sulphine.]
- 12.8 Either Party may, a this Clause 12, rep

side of the UK without the prior nly if the following conditions are

have provided suitable safeguards

ceable rights and effective legal

gations under the Data Protection evel of protection to any and all

reasonable instructions given in to the processing of the personal

st, in responding to any and all ensuring its compliance with the respect to security, breach nd consultations with supervisory out not limited to, the Information

on becoming aware of a personal

elete (or otherwise dispose of) or all copies thereof to the Client on it is required to retain any of the

rds of all processing activities and ures implemented necessary to ause 12 and to allow for audits by d by the Client.

f its obligations with respect to the ement.

f its obligations with respect to the reement without the prior written Developer appoints such a sub-

n the sub-processor, which shall same obligations as are imposed 2 and which shall permit both the hose obligations; and

lies fully with its obligations under on Legislation.

cts its obligations with respect to lause 12.6, as between the Client main fully liable for all acts and

ast <<insert period>> notice, alter cable data processing clauses or

similar terms that for shall apply and repl

certification scheme. Such terms achment to this Agreement.1

## **Network and Information** 13.

- 13.1 The Developer has information systems that the information that it shall inform th
- 13.2 The Developer shall aware of any secul that has the potenti undue delay to any any such incident, by the Client or the any reporting oblid Information System statutory or regulate
- 13.3 The Developer shal ensure business co
- The Developer shall 13.4 compliance with the include, but not be incidents (suspecte

## asures to protect its network and . The Developer hereby warrants 0 is accurate and up-to-date and

any changes made thereto.

iately in the event that it becomes network and information systems e Developer shall respond without sts from the Client with respect to hat incident has been discovered nes keeping in mind the extent of e Client under the Network and "NIS Regulations") and any other

s] OR [reasonable endeavours] to Il times.

the Client is required to comply.

fully with the Client with respect to co-operation and compliance shall formation in the event of security ns by regulatory authorities.

## 14. Confidentiality

- Each Party underta 14.1 authorised in writing this Agreement an expiry:
  - 14.1.1 keep confide
  - 14.1.2 not disclose
  - 14.1.3 not use any contemplate
  - 14.1.4 not make ar any Confide
  - 14.1.5 ensure that contractors of be a breach
- 14.2 Either Party may:
  - 14.2.1 disclose any
  - a) any sub-con
  - b) any governn
  - c) any employe persons, par to such exte

vided by sub-Clause 14.2 or as hall, at all times during the term of years] after its termination or

rmation;

tion to any other party;

h for any purpose other than as rms of this Agreement:

ly way, or part with possession of

fficers, employees, agents, subwhich, if done by that Party, would Clauses 14.1.1 to 14.1.4 above.

Party;

r regulatory body; or

or of any of the aforementioned

for the purposes contemplated by

to:



this Agreem and hosting Party shall f Confidential disclosure is employee or Party a writt Such under this Clause use it only fo

14.2.2 use any Cor any other p Agreement, through no t Party must r is not public

14.3 The provisions of t their terms [indefir termination or expi this Agreement for a

## 15. Term and Termination

- 15.1 This Agreement sha the provisions of anniversary of the further term of <<ins
- 15.2 Without prejudice to either Party may to notice to the other R
  - 15.2.1 any sum ov provisions of Business Da
  - 15.2.2 the other P provisions o fails to reme given writter to be remedi
  - 15.2.3 an encumbr company, a that other Pa
  - 15.2.4 the other Pa being a com the meaning
  - 15.2.5 the other Parameter Made against the purposes
  - 15.2.6 anything an jurisdiction o
  - 15.2.7 that other Pa

nited to, the design, development, equired by law. In each case that party or body in question that the ential and (except where the der sub-Clause 14.2.1(b) or any y) obtain and submit to the other taking from the party in question. Ity as practicable in the terms of tial Information confidential and to the disclosure is made; and

any other purpose, or disclose it to nly that it is at the date of this date becomes, public knowledge king such use or disclosure, that the Confidential Information which

tinue in force in accordance with dof <<insert period>> after the otwithstanding the termination of

nmencement Date and, subject to nate on the <<insert period>> nless renewed by the Client for a

edies which may be available to it, with immediate effect by written

ne other Party under any of the paid within <<insert period>> yment;

r material breach of any of the the breach is capable of remedy, riod>> Business Days after being llars of the breach and requiring it

, or where the other Party is a f any of the property or assets of

arrangement with its creditors or, to an administration order (within 86);

foregoing under the law of any her Party:

to cease, to carry on business; or

ement (Pro-Client)

edies which ma with immediat



- 15.2.8 control of the persons not Agreement. "connected Sections 112
- 15.3 The termination or rights, remedies, ob of the Parties under
- 15.4 On the termination
  - 15.4.1 all licences Agreement s
  - 15.4.2 the Develop copies of the without undu
  - 15.4.3 the Develor required by subject to p incurred by t
  - 15.4.4 any provision survives the force and eff

red by any person or connected other Party on the date of this this Clause 15, "control" and e meanings ascribed thereto by of the Corporation Tax Act 2010.

shall be without prejudice to any ich have already accrued to either

## nt:

loper by the Client under this

t Site Materials and any and all in its possession to the Client

ch assistance as is reasonably nsfer the Website to another host, of any and all reasonable costs g such assistance;

hat either expressly or impliedly is Agreement shall remain in full

## 16. Force Majeure

- 16.1 Neither Party shal obligations where s the reasonable conf
- 16.2 In the event that obligations hereund entitled to a reason [amounting to a per has been delayed].
- 16.3 In the event that obligations hereund <<insert period>>, Agreement by writte

## 17. Audit

- 17.1 The Client shall ha Agreement (includir data processing proce
- 17.2 The Client shall info by it under this Cla are appointed, sho obligations of confid

ure or delay in performing their Its from any cause that is beyond

Agreement cannot perform their ajeure, the affected Party shall be e for performing those obligations od during which their performance

Agreement cannot perform their hajeure for a continuous period of at its discretion terminate this at period.

Developer's compliance with this Developer's compliance with the 2) on giving <<insert period>> per. Audits under this Clause 17 uments or it may include an onsite

identity of any auditors appointed t that external third-party auditors auditors are subject to suitable



## 18. No Waiver

No failure or delay by eithe shall be deemed to be a wa of any provision of this Agr breach of the same or any

## 19. Further Assurance

Each Party shall execute may be necessary to carry

## 20. **Costs**

Subject to any provisions own costs of and incident into effect of this Agreemer

## 21. Assignment and Sub-Cor

- 21.1 [Subject to sub-Cla is personal to the (otherwise than by its rights hereund obligations hereund consent not to be up to the consent to sub-Cla is personal to the consent to sub-Cla is personal to the consent to sub-Cla is personal to the consent to the consent to sub-Cla is personal to the consent to the consent to the consent to sub-Cla is personal to the consent to the consent to sub-Cla is personal to sub-Cla is person
- 21.2 [Subject to sub-Cla the obligations und through suitably qu such other memb Agreement, be deer

## 22. Relationship of the Partie

Nothing in this Agreement joint venture, agency, or of the contractual relationship

## 23. Third Party Rights

- 23.1 Unless expressly s confer rights on ar Third Parties) Act 1:
- 23.2 Subject to this Clau transferee, success

## 24. Notices

24.1 All notices under the if signed by, or on

of its rights under this Agreement waiver by either Party of a breach to be a waiver of any subsequent

deeds, documents and things as eement into full force and effect.

ty to this Agreement shall pay its eparation, execution and carrying

Agreement] **OR** [This Agreement] may assign, mortgage, charge nce, or otherwise delegate any of otherwise delegate any of its consent of the other Party, such

shall be entitled to perform any of ny other member of its group or ontractors. Any act or omission of shall, for the purposes of this sion of the Developer.]

emed to constitute a partnership, p between the Parties other than this Agreement.

of this Agreement is intended to ordingly the Contracts (Rights of Agreement.

all continue and be binding on the Party as required.

writing and be deemed duly given sed officer of the Party giving the

notice.

#### 24.2 Notices shall be de-

- 24.2.1 when delive registered m
- 24.2.2 when sent, transmission
- 24.2.3 on the fifth ordinary mai
- 24.2.4 on the tent postage pre

In each case notice

# address, or facsimil

## 25. **Entire Agreement**

- Subject to Clause agreement betweer be modified except representatives of the
- 25.2 Each Party acknow on any represent innocently or neglig

## 26. Counterparts

This Agreement may be Parties to it on separate co shall be an original, but a same instrument.

#### 27. Severance

In the event that one or unlawful, invalid or otherwis severed from the remaind shall be valid and enforcea

#### 28. Law and Jurisdiction

- 28.1 This Agreement (in therefrom or assoc accordance with, th
- 28.2 Any dispute, contro this Agreement (ind therefrom or associ of England and Wal

given:

ier or other messenger (including ss hours of the recipient: or

nile or e-mail and a successful s generated; or

g mailing, if mailed by national

ng mailing, if mailed by airmail,

the most recent address, e-mail other Partv.

Agreement contains the entire to its subject matter and may not ing signed by the duly authorised

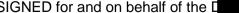
to this Agreement, it does not rely ince or other provision (made y provided in this Agreement.

nber of counterparts and by the h when so executed and delivered ther shall constitute one and the

of this Agreement is found to be hose provision(s) shall be deemed The remainder of this Agreement

ual matters and obligations arising e governed by, and construed in

im between the Parties relating to al matters and obligations arising within the jurisdiction of the courts





<<Name and Title of person signing.</p>
Authorised Signature
Date: \_\_\_\_\_\_
SIGNED for and on behalf of the Converse of the

Authorised Signature

Date: \_\_\_\_\_

## **Project Specification**

<<Insert Project Specification>>



## **Acceptance Tests**

<< Insert details of Acceptance Tes

## **Acceptance Retests**

<<Insert details of Acceptance Ref

## **Project Fees**

<<Insert details of Project Fees>>

# **Hosting Specification**

<<Insert Hosting Specification>>



## **Hosting Fees**

<<Insert details of Hosting Fees>>



## **Third-Party Software**

<<Insert details of Third-Party Soft

Developer's Data Protection <<i

<< Attach Notice or Policy>>]

lame>>

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ement (Pro-Client)

Client's Data Protection <<inser

<< Attach Notice or Policy>>]



## 1. Data Processing

## Scope

<< Insert description of the scope of

## **Nature**

<< Insert description of the nature

## **Purpose**

<<Insert description of the purpose

## **Duration**

<< Insert details of the duration of t

## 2. Types of Personal Data

<<Li>the types of personal data t

## 3. Categories of Data Subject

<<List the categories of data subje

## 4. Organisational and Technical

<< Describe the organisational and 12.5.2>>.

urried out>>.

arried out>>.

sing is to be carried out>>.

## res

be implemented as referenced in

## **Developer's Network and Inform**

## 1. System and Facility Security

<<Insert details of the Developer details of any policies that the D analysis, HR, operational security management, and (if applicable) e

<<Insert details of the measures network and information systems. malicious damage, or natural even

<<Insert details of the measures p traceability of key supplies used in

<<Insert details of any measures security requirements) to restrict a systems, such as administrative needs.

## 2. Incident Handling Measures

<<Insert details of the Developer adequate detection and awarene processes and procedures are ma

<< Insert details of the Developer finding vulnerabilities and weaknes

<<Insert details of the Develope analysing those incidents, and do turn be used to support the cor procedures.>>

## 3. Business Continuity

<<Insert details of the measures p for the websites it hosts. Also prov assessed.>>

<<Insert details of the Developer's such measures are routinely teste</p>

## 4. Monitoring, Auditing, and Tes

<<Insert details of the Develo assessment of its network and info intended. Also provide details of h

<<Insert details of the Developer's guidelines, the means by which s ensuring that all applicable records s it relates to the Client. Include overning information security, risk secure data and system lifecycle ement thereof.>>

loper to protect the security of its ch as system failure, human error,

per to ensure the accessibility and ing services.>>

eveloper (based on business and ccess to network and information 5.>>

dures for ensuring the timely and nts. Include details of how such

es for reporting incidents and for stems.>>

mining the severity of incidents, e gained from them which may in f the Developer's processes and

pper to ensure business continuity measures are routinely tested and

sures. Also provide details of how

monitoring, measurement, and lether the same are functioning as ewed and maintained.>>

with applicable standards and/or ed, and the measures in place for ant targets are met.>>

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ement (Pro-Client)

<< Insert details of the relevant p flaws in the security measures ar data and maintain functionality.>>

## 5. International Standards

<<Insert details of any applicable i of compliance with those standard

sed by the Developer to identify information systems that protect

nd, where relevant, provide details