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FREELANCE AGREEMENT

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THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Consultant>> of <<Country of Registration>> (the Consultant”) and
(2) <<Name of Client>> [a company registered in <<Country of Registration>> under
number <<Company Registration Number>> whose registered office is at] **OR** [of
<<insert Address>> (“the Client”)]

WHEREAS:

- (1) At all material times the Client is engaged in the business of providing search
engine optimisation (“SEO”) services to the Client subject to the
(2) The Client wishes to improve the search engine rankings of their website, <<insert
URL>> (“the Website”).
(3) The Consultant hereby agrees to provide such services to the Client subject to the
terms and conditions of this Agreement.

IT IS AGREED as follows:

1. **Definitions and Interpretation**

1.1 In this Agreement, unless otherwise requires, the following
expressions have the following meanings:

“**Audit Report**”

means a report setting out the current status of the
Client’s website and SEO and search engine

“**Business Day**”

means any day other than Saturday or Sunday) on
which the Client’s offices are open for their full range of
services at <<insert location>>;

“**Competition Report**”

means a report providing details of factors including, but
not limited to, the Client’s competitors’ search engine

“**Confidential
Information**”

means information disclosed by either Party, information which is
disclosed to the other Party pursuant to, or in connection with, this
Agreement (whether orally or in writing, in any medium, and whether or not the
information is specifically stated to be confidential or

“**Data Protection
Legislation**”

means the Data Protection Act 1998 and any other legislation in force from time to time
applicable to data protection and privacy, and not limited to, the UK GDPR (the
General Data Protection Regulation (EU) 2016/679), as it forms part of the law of
England, Wales, Scotland, and Northern Ireland by virtue of the European Union (Withdrawal)
Act 2018 (and regulations made under that Act) and the Privacy and Electronic
Communications Regulations 2003 as amended;

[“**Fee**”]

means the fee payable to the Consultant for
the services provided as defined in Clause 6;]

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["Initial Fee"]

payable to the Consultant under payment of the Milestone

"Intellectual Property Rights"

any patents, trade marks, service marks, designs, applications (and rights to those rights) trade, business and internet domain names and e-mail addresses and trade marks and service marks, know-how, rights in designs

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regulations, orders, statutes or decrees or a right in paragraph (a); or similar effect or nature as or to that of (a) and (b) which now or in the past

past infringements of any of the

"Keyword Report"

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report detailing the Consultant's list of keywords to be included in the various keyword campaigns];

["Milestone Payment(s)"]

payments payable to the Consultant for each of the milestones set out in sub-Clause 5.4.;

"Required Information"

information which the Client must supply to enable the Consultant (and any subcontractors) to perform the SEO Services as defined in

"SEO Services"

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SEO services to be provided by the Consultant (and any Assistant(s)) to the Client in accordance with the terms and conditions of this Agreement set out in Schedule 1;

"Website SEO"

part of the SEO services to the Client, which is not limited to, the editing of the website, the preparation of reports and other services which enable the Client or a third party to monitor the website in accordance with the Consultant's instructions;

"Assistant"

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any person [or person employed by the Consultant] in any case is nominated and approved by the Consultant (either in writing or as set out in Schedule 1 or any other document) as someone with suitable skill and

1.2 Unless the context otherwise requires

reference in this Agreement to:

1.2.1 "writing", and any other form of communication, includes a reference to any communication by electronic or facsimile transmission or any other similar means;

reference in this Agreement to any statute or regulation is a reference to that statute or regulation in force at the relevant time;

1.2.2 a statute or regulation includes a reference to that statute or regulation in force at the relevant time;

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1.2.3 "this Agreement and each of the Schedules as inserted at the relevant time;

1.2.4 a Schedule inserted into this Agreement;

1.2.5 a Clause or paragraph of this Agreement (other than Clause 1.2.1 and paragraph 1.2.2) inserted into a Clause of this Agreement (other than Clause 1.2.1) or a paragraph of the relevant Schedule;

1.2.6 a "Party" or "parties" to this Agreement.

1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4 Words imparting the masculine gender shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

2. **Engagement of the Consultant**

2.1 The Client hereby engages the Consultant to provide the SEO Services.

2.2 The Consultant shall complete the SEO Services by <<insert date>> ("the Completion Date").

2.3 The Consultant acknowledges that the Client has a legitimate commercial interest in the SEO Services to be completed by the Completion Date and that the Client should have the SEO Services completed by the Completion Date if they are not so completed. Accordingly, subject to Clause 2.4, the Consultant shall, in the event that the Consultant fails to complete the SEO Services by the Completion Date, [the sum of £<<insert sum>>] OR [a sum of <<insert sum>>% of the total Fee due] per day shall be deducted from the total Fee payable to the Consultant for each day that the SEO Services are not completed after the Completion Date, together with any other remedy for any breach of this Clause.

2.4 The Client shall provide the Required Information to the Consultant by <<insert date>> ("the Delivery Date"). In the event that the Client fails to deliver the Required Information by the Delivery Date, the Completion Date shall increment by one day for each day that the delivery of the Required Information is delayed.

2.5 Whether or not the Consultant carries out all or any of the SEO Services, the Consultant shall be responsible for the quality of the SEO Services and shall ensure that the Consultant Assistant(s) performing all or any part of the SEO Services do so diligently and with reasonable care.

3. **Nature of Engagement**

3.1 The Consultant shall be an independent contractor and the Consultant's SEO Services and the Consultant Assistant(s) engaged to provide the SEO Services shall at all times be engaged by the Client and shall be supervised, direct and control. The Client shall not seek to direct or control the Consultant or any Consultant Assistant in the provision of the SEO Services nor shall the Client have any right to do so.

3.2 The Consultant shall be solely and exclusively responsible for organizing, managing, directing, supervising, controlling, monitoring and in what order the SEO Services are performed. The Consultant shall, in consultation with the Client (or the Client's representative) to ensure that the Consultant is taken of the impact of the timing of the activities of the Client and any other contractors, and of the activities of the Client and any third parties also engaged by the Client.

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Client.

3.3 The engagement under this Agreement shall be mutually non-exclusive that is to say that at any time the Consultant can provide to other clients the same or similar services which are the same as those provided to the Client by the Consultant through the SEO Services and the Client can engage other consultants to provide such services which are the same as or similar to the SEO Services.

mutually non-exclusive that is to say that at any time the Consultant can provide to other clients the same or similar services which are the same as those provided to the Client by the Consultant through the SEO Services and the Client can engage other consultants to provide such services which are the same as or similar to the SEO Services.

3.4 The Consultant in performing the SEO Services may on one or more occasions may substitute any Assistant engaged on the same or similar services to any other Assistant engaged on the same or similar services provided that any Assistant chosen by the Consultant shall possess the requisite skills and experience to perform the SEO Services and the Consultant shall use all reasonable endeavours to avoid any changes or additions and to consult with the Client before any proposed change in engagement of persons carrying out the SEO Services. However, the Consultant shall in any event provide the SEO Services in addition where the provision of the same is necessary due to incapacity or for any other reason upon notification to the Client (or the Client's representative) that a delay is unacceptable. The Consultant shall be entitled to refuse to accept any Assistant if in its reasonable opinion such Assistant is not suitable due to lack of skills, experience or otherwise.

on one or more occasions may substitute any Assistant engaged on the same or similar services to any other Assistant engaged on the same or similar services provided that any Assistant chosen by the Consultant shall possess the requisite skills and experience to perform the SEO Services and the Consultant shall use all reasonable endeavours to avoid any changes or additions and to consult with the Client before any proposed change in engagement of persons carrying out the SEO Services. However, the Consultant shall in any event provide the SEO Services in addition where the provision of the same is necessary due to incapacity or for any other reason upon notification to the Client (or the Client's representative) that a delay is unacceptable. The Consultant shall be entitled to refuse to accept any Assistant if in its reasonable opinion such Assistant is not suitable due to lack of skills, experience or otherwise.

3.5 Any act or omission of the Consultant or any Assistant shall be deemed to be an act or omission of the Consultant for the purposes of this Agreement.

Any act or omission of the Consultant or any Assistant shall be deemed to be an act or omission of the Consultant for the purposes of this Agreement.

3.6 Whenever possible the Consultant shall use his own equipment, materials and tools in providing the SEO Services.

Whenever possible the Consultant shall use his own equipment, materials and tools in providing the SEO Services.

3.7 The Consultant is not to be responsible for the performance of its services under this Agreement. The engagement and appointment of the Consultant under this Agreement does not constitute an offer of any services on the part of the Consultant to offer or provide any continuing relationship or services.

The Consultant is not to be responsible for the performance of its services under this Agreement. The engagement and appointment of the Consultant under this Agreement does not constitute an offer of any services on the part of the Consultant to offer or provide any continuing relationship or services.

4. Self-Employment Status

4.1 The Consultant shall be a self-employed independent contractor and shall have the status of a self-employed independent contractor and shall be responsible for all income tax and national insurance contributions in respect of the consideration payable under this Agreement.

The Consultant shall be a self-employed independent contractor and shall have the status of a self-employed independent contractor and shall be responsible for all income tax and national insurance contributions in respect of the consideration payable under this Agreement.

4.2 The Consultant hereby releases and agrees to release the Client in respect of any claims or damages that may be made against the Client in respect of any claims or damages arising from the provision of the SEO Services (carried out by the Consultant or any Assistant) under this Agreement.

The Consultant hereby releases and agrees to release the Client in respect of any claims or damages that may be made against the Client in respect of any claims or damages arising from the provision of the SEO Services (carried out by the Consultant or any Assistant) under this Agreement.

4.3 The Consultant shall be responsible for his expenses and value added tax.

The Consultant shall be responsible for his expenses and value added tax.

4.4 Nothing in this Agreement shall be construed as intended to create any partnership, joint venture, agency or employment relationship between the Parties, or any relationship between the Consultant and [either] the Client [or the Consultant].

Nothing in this Agreement shall be construed as intended to create any partnership, joint venture, agency or employment relationship between the Parties, or any relationship between the Consultant and [either] the Client [or the Consultant].

5. The SEO Services

5.1 The Consultant shall provide the SEO Services specified in Schedule 1 in

The Consultant shall provide the SEO Services specified in Schedule 1 in

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6. **Consideration**

6.1 [In consideration of the [Initial] Fee of \$ <insert> dated <<insert date

Client shall pay to the Consultant out in the Consultant's quotation

AND/OR

[In consideration of Milestone Payments

the Client shall make the following

6.1.1 The sum

delivery of the Audit Report;

6.1.2 The sum Report;

on delivery of the Competition

6.1.3 The sum

delivery of the Keyword Report;

6.1.4 The sum

completion of the Website SEO;

6.1.5 <<insert

required>>]

6.2 Payment of the [Initial] following completion made within <<insert> invoice for the same

Stone Payment] shall be made only of the] SEO Services and shall be by the Client of the Consultant's

Any sums which r interest at the rate lending rate of <<in on a daily basis f payment of the ove due shall be payabl

expiry of this period shall incur >>% per annum above the base time to time. Interest shall accrue payment until the actual date of re or after judgment. Any interest ue sum

6.3 All payments made value added tax cha

shall be expressly exclusive of any

6.4 No further payment and above the enti payment shall be m by the Consultant in

nsultant for the SEO Services over ause 6 and, without limitation, no respect of any expenses incurred rices.

7. **Intellectual Property**

7.1 Upon receipt in full copyright and any a and all materials cre Services shall be c shall be deemed t arising out of Chapt

All sums due under Clause 6, the Property Rights subsisting in any in the course of providing the SEO to the Client and the Consultant al rights in respect of such work signs and Patents Act 1988.

7.2 Nothing in this Ag Consultant and sub Property Rights w Website to the Clie

y rights in the Website in the the assignment of any Intellectual benefit of the Consultant in the

8. **Consultant's Warranties**

Consultant's Indemnities

8.1 The Consultant, and named in Schedule the SEO Services

by the Consultant (whether or not te skill and experience to carry out

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8.2 The Consultant shall ensure that the work produced by the Consultant and shall retain all Intellectual Property Rights, moral rights and whatsoever of any party.

reasonable endeavours to ensure that the SEO Services is original to the Consultant and shall retain all Intellectual Property Rights, moral rights, or any other rights

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8.3 The Consultant hereby assigns all Intellectual Property Rights in the work produced in the course of the SEO Services to the Client. This assignment shall be valid and enforceable in all jurisdictions [and the provisions of the Copyright Act 1988 and/or the Universal Copyright Convention].

right in the work produced in the course of the SEO Services shall remain with the Consultant throughout the full period of copyright protection and shall be governed by the laws of the United Kingdom and/or the Universal Copyright Convention.

8.4 The Consultant shall not assign, transfer, encumber or otherwise dispose of any rights in or to the work in the course of the SEO Services. The Consultant shall not enter into any agreement which might conflict with the Client's Intellectual Property Rights or which might interfere with the Consultant's performance of his duties under this Agreement.

transfer, encumber or otherwise dispose of any rights in or to the work in the course of the SEO Services. The Consultant shall not enter into any agreement which might conflict with the Client's Intellectual Property Rights or which might interfere with the Consultant's performance of his duties under this Agreement.

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8.5 Subject to the provisions of this Agreement, in the event of any actions, proceedings, claims or disputes (including, without prejudice to the generality of this provision, claims or disputes on a solicitor and own-client basis) against the Consultant arising out of the SEO Services or the work produced in the course of the SEO Services, the Consultant shall indemnify the Client from and against the same.

8.7, in the event of any actions, proceedings, claims or disputes (including, without prejudice to the generality of this provision, claims or disputes on a solicitor and own-client basis) against the Consultant arising out of the SEO Services or the work produced in the course of the SEO Services, the Consultant shall indemnify the Client from and against the same.

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8.6 Subject to the provisions of this Agreement, in the event of any actions, proceedings, claims or disputes (including, without prejudice to the generality of this provision, claims or disputes on a solicitor and own-client basis) against the Consultant arising out of the use or possession of the Client for the purposes of this Agreement concerning any Intellectual Property Rights belonging to a third party, the Consultant shall indemnify the Client from and against the same.

8.7, in the event of any actions, proceedings, claims or disputes (including, without prejudice to the generality of this provision, claims or disputes on a solicitor and own-client basis) against the Consultant arising out of the use or possession of the Client for the purposes of this Agreement concerning any Intellectual Property Rights belonging to a third party, the Consultant shall indemnify the Consultant from and against the same.

8.7 The indemnities set forth in clauses 8.5 and 8.6 shall apply only if the indemnified Party:

8.5 and 8.6 shall apply only if the indemnified Party:

8.7.1 notifies the indemnifying Party immediately in writing upon becoming aware of any claim, demand or costs;

8.7.1 notifies the indemnifying Party immediately in writing upon becoming aware of any claim, demand or costs;

8.7.2 makes no admission of liability without the indemnifying Party's prior written consent;

8.7.2 makes no admission of liability without the indemnifying Party's prior written consent;

8.7.3 makes all relevant documents available to the indemnifying Party upon request;

8.7.3 makes all relevant documents available to the indemnifying Party upon request;

8.7.4 provides all relevant documents to the indemnifying Party upon request; and

8.7.4 provides all relevant documents to the indemnifying Party upon request; and

8.7.5 allows the indemnifying Party to have complete control over any relevant litigation and proceedings.

8.7.5 allows the indemnifying Party to have complete control over any relevant litigation and proceedings.

9. **Client's Warranties**

9.1 The Client shall use reasonable endeavours to ensure that the Required Information it provides to the Consultant

reasonable endeavours to ensure that the Required Information it provides to the Consultant

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is original to the Client. The Client shall retain all Intellectual Property Rights, moral rights and other rights whatsoever of the Client.

including any copyright, other Intellectual Property Rights, rights of publicity, or any other rights whatsoever of the Client.

9.2 The Client hereby assigns to the Consultant all Intellectual Property Rights in the Required Information, Website and material created by the Consultant during the period of copyright protection in the United Kingdom and/or the Universal Copyright Convention.

the Consultant shall, throughout the full term of copyright subsisting pursuant to the laws of the United Kingdom and/or the Berne Convention and/or the Universal Copyright Convention, encumber or otherwise dispose of, or license, in or to the work produced in the course of the SEO Services pursuant to this Agreement.

9.3 The Client shall not assign, license, sub-license, or otherwise dispose of any rights of copyright in or to the work produced in the course of the SEO Services pursuant to this Agreement.

9.4 The Client shall not enter into any agreement or arrangement which might conflict with the Consultant's performance of the Consultant's performance under this Agreement or might interfere with the Consultant's performance under this Agreement.

10. **Liability**

10.1 This Clause 10 sets out the liability of the Parties to each other for any breach of the Consultant's supply by the Consultant and any Assistant(s) of the Consultant of the SEO Services; and any tortious act or omission (including, but not limited to, negligence and breach of statutory duty) arising out of or in connection with the Consultant's performance of the Consultant's performance under this Agreement.

10.2 Subject to sub-Clause 10.3, the Consultant shall be liable to the other, whether in contract, tort (including negligence), restitution, or for breach of statutory duty or misrepresentation, for profit, loss of goodwill, loss of business opportunity, consequential damage, or any special, indirect or consequential damage suffered by the other Party that arises out of or in connection with the Consultant's performance of the Consultant's performance under this Agreement.

10.3 Nothing in this Agreement shall limit the liability of either Party to the other for fraud or fraudulent misrepresentation, death or personal injury, or for deliberate or wilful misconduct, or for negligence or otherwise) shall be limited to the total of the Milestone Payments] paid under or in respect of the Consultant's performance of the Consultant's performance under this Agreement or the sum of £ <<insert sum>>] whichever is the greater.

10.4 Without prejudice to sub-Clauses 10.2 or 10.3, the total amount of the Consultant's liability arising out of or in connection with this Agreement (whether in contract, tort (including negligence), restitution, for breach of statutory duty or otherwise) shall be limited to the total of the Milestone Payments] paid under or in respect of the Consultant's performance of the Consultant's performance under this Agreement or the sum of £ <<insert sum>>] whichever is the greater.

11. **Confidentiality**

11.1 Both Parties understand and agree that the Consultant shall be provided by sub-Clause 11.2 or as they shall at all times during the term of the Consultant's performance of the Consultant's performance under this Agreement or the sum of £ <<insert sum>>] after its termination:

11.1.1 keep confidential the Required Information;

11.1.2 not disclose the Required Information to any other party;

11.1.3 not use the Required Information for any purpose other than as contemplated by this Agreement.

11.1.3 not use the Required Information for any purpose other than as contemplated by this Agreement.

11.1.3 not use the Required Information for any purpose other than as contemplated by this Agreement.

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11.1.4 not make
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in any way or part with possession
and

11.1.5 ensure
employee
Party, w

none of its directors, officers,
does any act which, if done by that
provisions of this Clause 11.

11.2 Subject to sub-Cl
Information to:

may disclose any Confidential

11.2.1 any Ass

O Services;

11.2.2 any of th

stitutes, or suppliers;

11.2.3 any gov

trity or regulatory body; or

11.2.4 any of t
in sub-C

rs or those of any party described
or 11.2.3;

11.3 Disclosure under s
necessary for the p
law. In each case
Confidential Inform
described in sub-Cl
a body, the disclos
written undertaking
confidential and to
made.

made only to the extent that is
of this Agreement, or as required by
first inform the recipient that the
Unless the recipient is a body
orised employee or officer of such
and submit to the other Party a
keep the Confidential Information
poses for which the disclosure is

11.4 Either Party may us
it to any other party
knowledge through

ation for any purpose, or disclose
Information is or becomes public

11.5 When using or disc
disclosing Party m
Confidential Informa

ation under sub-Clause 11.4, the
s not disclose any part of that
knowledge.

11.6 The provisions of t
their terms, notwith

continue in force in accordance with
of this Agreement for any reason.

12. **Termination**

12.1 Either Party may t
without giving any r

t at any time without notice and
on.

12.2 Without prejudice t
terminate, notwiths
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Clause 12.1, this Agreement shall
s and remedies the Parties may

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capable of remedy, is not remedied
en notice of such failure from the

12.2.2 either P
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y or liquidation – either voluntary
purposes of bona fide corporate
or if a receiver is appointed over
y's assets.

12.3 The termination of
which have already

e without prejudice to any rights
Parties under this Agreement.

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13 Force Majeure

13.1 Neither Party to the Agreement shall be liable for any failure or delay in performing their obligations under the Agreement that is beyond their control and that is beyond the control of the Party in question. Such causes include, but are not limited to, war, civil unrest, terrorism, acts of war, natural disasters, epidemics, floods, storms, earthquakes, acts of terrorism, acts of war or any other similar or dissimilar event or circumstance beyond the control of the Party in question.

liable for any failure or delay in performing their obligations under the Agreement that is beyond their control and that is beyond the control of the Party in question. Such causes include, but are not limited to, war, civil unrest, terrorism, acts of war, natural disasters, epidemics, floods, storms, earthquakes, acts of terrorism, acts of war or any other similar or dissimilar event or circumstance beyond the control of the Party in question.

13.2 [In the event that a Party cannot perform their obligations under the Agreement for a continuous period of <<insert period>>, the other Party may terminate this Agreement by written notice at the discretion of the Party. In the event of such termination, the Parties shall agree to a final payment for all work completed up to the date of termination. The final payment shall take into account any prior payment made by the Party in compliance on the performance of this Agreement.]

cannot perform their obligations under the Agreement for a continuous period of <<insert period>>, the other Party may terminate this Agreement by written notice at the discretion of the Party. In the event of such termination, the Parties shall agree to a final payment for all work completed up to the date of termination. The final payment shall take into account any prior payment made by the Party in compliance on the performance of this Agreement.]

14 Nature of the Agreement

14.1 Subject to the provisions of the Agreement, the obligations of the Consultant under the Agreement are personal to the Parties and the Consultant shall not be able to assign, mortgage, or sub-license any of its rights or obligations under the Agreement, except with the written consent of the other Party, such consent not to be unreasonably withheld.

entitling the Consultant to perform the obligations under the Agreement is personal to the Parties and the Consultant shall not be able to assign, mortgage, or sub-license any of its rights or obligations under the Agreement, except with the written consent of the other Party, such consent not to be unreasonably withheld.

14.2 [Subject to the provisions of the Agreement, the entire agreement between the Parties shall be in writing and may not be modified or amended orally, except by a written agreement signed by the duly authorised representatives of both Parties.]

[Subject to the provisions of the Agreement, the entire agreement between the Parties shall be in writing and may not be modified or amended orally, except by a written agreement signed by the duly authorised representatives of both Parties.]

14.3 Each Party acknowledges that it enters into this Agreement, it does not rely on any representation or warranty provided in this Agreement, except as expressly stated in writing, and it does not intend to be bound by any implied or statutory provisions, warranties or other terms implied by statute or common law.

Each Party acknowledges that it enters into this Agreement, it does not rely on any representation or warranty provided in this Agreement, except as expressly stated in writing, and it does not intend to be bound by any implied or statutory provisions, warranties or other terms implied by statute or common law.

14.4 No failure or delay in the performance of the Agreement shall be deemed to be a waiver of any right or remedy available to either Party of a breach of the Agreement, and no waiver by either Party shall be deemed to be a waiver of any other provision of the Agreement.

No failure or delay in the performance of the Agreement shall be deemed to be a waiver of any right or remedy available to either Party of a breach of the Agreement, and no waiver by either Party shall be deemed to be a waiver of any other provision of the Agreement.

15 [Data Protection]

The Consultant will only process personal information as set out in the Consultant's <<insert document name>> available from <<insert location(s)>>.]

only process personal information as set out in the Consultant's <<insert document name>> available from <<insert location(s)>>.]

16 [Data Processing]

16.1 In this Clause 16 a "data subject" shall have the meaning defined in the GDPR.

In this Clause 16 a "data subject" shall have the meaning defined in the GDPR.

16.2 [All personal data processed by the Consultant on behalf of the Client, shall be processed in accordance with the terms of this Agreement and a Data Processing Agreement. The Parties shall enter before any processing of personal data is processed.]

[All personal data processed by the Consultant on behalf of the Client, shall be processed in accordance with the terms of this Agreement and a Data Processing Agreement. The Parties shall enter before any processing of personal data is processed.]

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16.2 [Both Parties shall... out in the Data Pro... provisions of this A... out in the Data Pro... those obligations.

16.3 For the purposes of... this Agreement, the... "Data Controller".

16.4 The type(s) of pe... processing, and the... to this Agreement.

16.5 The Data Controlle... and notices require... Processor for the pu...

16.6 The Data Processo... relation to its perfor...

16.6.1 Process the... Controller u... such person... the Data Co... by law;

16.6.2 Ensure that... measures (a... data from... damage or... potential ha... current state... those meas... Data Contro... the Agreeme...

16.6.3 Ensure that... for processin... that persona...

16.6.4 Not transfer... written cons... conditions a...

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the data protection requirements set... whether this Clause 15 nor any other... either Party of any obligations set... shall not remove or replace any of

islation and for this Clause 15 and... "Data Processor" and the Client is the

...e, nature and purpose of the... ing shall be set out in Schedule 2

...s in place all necessary consents... nsfer of personal data to the Data... edule 2 to this Agreement.

...y personal data processed by it in... tions under this Agreement:

...ne written instructions of the Data... r is otherwise required to process... ta Processor shall promptly notify... ng unless prohibited from doing so

...ble technical and organisational... (Controller) to protect the personal... ful processing, accidental loss,... ures shall be proportionate to the... events, taking into account the... gy and the cost of implementing... ken shall be agreed between the... ssor and set out in Schedule 2 to

...ess to the personal data (whether...) are contractually obliged to keep

...side of the UK without the prior... troller and only if the following

...oller and/or the Data Processor... ed suitable safeguards for the... al data;

...jects have enforceable rights and... edies;

...sor complies with its obligations... otectio n Legislation, providing an... protection to any and all personal... d; and

...sor complies with all reasonable... in advance by the Data Controller... processing of the personal data.

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- 16.6.5 Assist the Data Controller to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner);
- 16.6.6 Notify the Data Controller of any breach of the Data Protection Legislation without undue delay of a personal data breach;
- 16.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) all personal data and any and all copies thereof of this Agreement unless it is required to be retained for legal data by law; and
- 16.6.8 Maintain complete and accurate records of all processing activities and technical and organizational measures implemented necessary to ensure compliance with Clause 16 and to allow for audits by the Data Controller or a person designated by the Data Controller.

16.7 [The Data Processor shall remain liable for any of its obligations with respect to the processing of personal data under Clause 16.]

OR

16.7 [The Data Processor shall not contract any of its obligations to a subcontractor for the processing of personal data under this Agreement without the prior consent of the Data Controller (such as may be required by law). In the event that the Data Processor appoints a subcontractor, the Data Processor shall:

16.7.1 Enter into a subcontract with the subcontractor, which shall impose upon the subcontractor the same obligations as are imposed upon the Data Processor under Clause 16 and which shall permit both the Data Controller and the Data Processor to enforce those obligations;

16.7.2 Ensure that the subcontractor complies fully with its obligations under the Data Protection Legislation.]

16.8 Either Party may, at any time, terminate this Agreement by giving the other Party notice, at least <<insert period, e.g. 30 calendar days'>> notice, and the other Party shall replace them with new provisions of this Agreement, which shall be no less protective of the rights of the Data Controller, that form part of a standard data processing scheme. Such terms shall apply to the processing of personal data under this Agreement.]

17 Severance

The Parties agree that, if any provision of this Agreement is found to be unenforceable, that / those provisions shall be deemed severed and the remainder of this Agreement shall remain enforceable.

18 Notices

18.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, the authorized officer of the Party giving the notice.

18.2 Notices shall be deemed to have been given:

18.2.1 when delivered to the recipient by hand or other messenger (including by post) during business hours of the recipient; or

18.2.2 when sent, if
18.2.3 on the fifth
ordinary mail

In each case notice
address notified to t

and a return receipt is generated; or
g mailing, if mailed by national
the most recent address or e-mail

19 Alternative Dispute Reso

19.1 Any dispute or d
Agreement or its s
agreed upon by the
then President of t
conferred upon arbi

When the Parties relating to this
ferred to a single arbitrator to be
agreement, to be appointed by the
arbitrator to have all of the powers
England and Wales.

19.2 The Parties hereby
and binding on both

of the Arbitrator shall [not] be final

20 Law and Jurisdiction

20.1 This Agreement (inc
therefrom or assoc
accordance with, th

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

20.2 Subject to the provi
or claim between t
contractual matters
shall fall within the j

dispute, controversy, proceedings
is Agreement (including any non-
herefrom or associated therewith)
of England and Wales.

IN WITNESS WHEREOF this Ag
before written

executed the day and year first

SIGNED by

<<Full name of the Consultant>>

In the presence of

<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signir
for and on behalf of <<Client's Nar

In the presence of

<<Name & Address of Witness>>

The SEO Services

<<Insert full details of the SEO Se by the Consultant>>

Designated Search Engines

<<List the Designated Search Eng

S

A

M

P

L

E

Required Information

<<Insert full details of the Required

Assistant

<<Insert full name of any Assistant

Pursuant to Clause 16.4, the following details of the nature and purpose of the process

type(s) of personal data, the scope, and the processing:

<<Insert full details>>]

[Pursuant to Clause 16.6.2, the following technical and organisational measures agreed:

technical and organisational measures

<<Insert full details>>]]

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