FREELANCE SOFTWARE DEVELOPER'S AGREEMENT

THIS AGREEMENT is made the

BETWEEN:

(1) <<Name of Developer>> of … e Developer") and

(2) <<Name of Client>> **[**a c… <Country of Registration>> under number <<Company Regis… se registered office is at**] OR [**of**]** <<insert Address>> ("the C…

WHEREAS:

(1) At all material times the D… he business of providing software development services to bu…

(2) At all material times the C… usiness of <<insert description>> and wishes to acquire the s…

(3) The Developer hereby ag… vices to the Client subject to the terms and conditions of thi…

IT IS AGREED as follows:

1. **Definitions and Interpreta…**

    1.1 In this Agreement … otherwise requires, the following expressions have th…

    "Business Day" … han Saturday or Sunday) on … re open for their full range of … nsert location>>;

    ["Client's Materials"] … et out in Schedule 2 which the … he Developer for use in the … ftware;**]**

    "Confidential Information" … ther Party, information which is … by the other Party pursuant to, or … Agreement (whether orally or in … dium, and whether or not the … y stated to be confidential or

    "Data Protection Legislation" … gislation in force from time to time … applicable to data protection and … ot limited to, the UK GDPR (the … h of the General Data Protection … 679), as it forms part of the law of … cotland, and Northern Ireland by … e European Union (Withdrawal) … otection Act 2018 (and regulations … the Privacy and Electronic … lations 2003 as amended;

    ["Initial Fee"] … ayable to the Developer under … ayment of the Milestone

"Intellectual Property Rights" any patents, trade marks, service [marks], [de]signs, applications (and rights to [tho]se rights) trade, business and [inte]rnet domain names and e-mail [... un-registere]d trade marks and service marks, [... copy]rights, know-how, rights in designs

[... licenc]es, consents, orders, statutes or [... such] a right in paragraph (a);
[... of] similar effect or nature as or to [... (] a) and (b) which now or in the [future ...]

[... p]ast infringements of any of the [...]

["Milestone Payment(s)"] [... pay]able to the Developer for each of [... as] set out in sub-Clause 2.4;**]**

"Consultant" [... emplo]yed] person [or person employed [... who] in any case is nominated and [... by] the Developer (either a person [... in] Schedule 1 or any other [... any]one with suitable skill and [...]

"Work" [... se]rvices carried out under this [...] the Software; and

"Software" [... cre]ated or modified by the Developer [... Schedule] 1.

1.2 Unless the context [otherwise requires, each] reference in this Agreement to:

1.2.1 "writing", an[d any similar express]ion, includes a reference to any communicat[ion ... electro]nic or facsimile transmission or similar mean[s ...]

1.2.2 a statute or [a provision of a statut]e is a reference to that statute or provision as [amended or re-enacted] at the relevant time;

1.2.3 "this Agreem[ent" is a reference to] this Agreement and each of the Schedules a[s amended or suppleme]nted at the relevant time;

1.2.4 a Schedule i[s a schedule to this Agre]ement;

1.2.5 a Clause or [to a sub-Clause is a referen]ce to a Clause of this Agreement (other than [the Schedules) or a par]agraph of the relevant Schedule; and

1.2.6 a "Party" or [the "Parties" refer to the p]arties to this Agreement.

1.3 The headings used [in this Agreement are fo]r convenience only and shall have no effect upon the i[nterpretation of this Agre]ement.

1.4 Words imparting the [singular number shall in]clude the plural and vice versa.

1.5 References to any g[ender shall include the o]ther gender.

2. **Engagement of the Devel[oper]**

2.1 The Client hereby [engages the Develop]er to carry out and complete

development of the [...]

2.2 **[**The Client shall pr[...]ials to the Developer by <<insert date>> ("the Delive[...] that the Client fails to deliver the Client's Materials [...] the Completion Date and the milestone dates se[...] shall increment by one Business Day for each day th[...]nt's Materials is delayed.**]**

2.3 The Developer sha[...] <<insert date>> ("the Completion Date").

2.4 Prior to the Comple[...] shall **[**use reasonable endeavours to**]** comply with the [...] dates:

2.4.1 Initial planni[...] the Client for discussion and/or approval by [...]

2.4.2 Design idea[...] the Client for selection and/or approval by [...]

2.4.3 Developmen[...]ted to the Client on the following dates: <<ins[...]>>, <<insert date>>;

2.4.4 Alpha testing [...]mmence by <<insert date>>;

2.4.5 Beta testing [...]mence by <<insert date>>;

2.4.6 The Softwar[...]e Client for acceptance testing by <<insert date[...]

2.4.7 <<insert add[...]uired>>.

2.5 The Developer ack[...]ent has a legitimate commercial interest in the Softw[...] the Completion Date and that the Client should hav[...]dy if it is not so completed. Accordingly, in the [...] fails to complete the Work by the Completion Date, [...]sum>>**] OR [**a sum of <<insert percentage>>% of [...]y shall be deducted as liquidated damages from the [...] Developer for each Business Day that the Software is [...] Completion Date without prejudice to any right to claim [...]dy for any further delay.

2.6 Whether or not the [...]tant carries out all or any of the Work, the Develope[...] or all Work and the quality of the Software and shall [...] Consultants performing all or any part of the Work sha[...] with reasonable care.

2.7 The Developer sha[...] rectification of any unsatisfactory work at his own ex[...]

3. **Nature of Engagement**

3.1 The Developer sh[...] independent contractor and the Developer's Work [...]g methods and those of any Consultant(s) enga[...]shall at all times be exclusively for the Developer to de[...]t and control. The Client shall not seek to, direct or c[...]ny Consultants in the provision of the Work nor shall t[...]o do so.

3.2 Subject to the provi[...] the Developer shall at all times be exclusively respons[...]entitled to organize, where, when and how and in wha[...]e but shall liaise with the Client (or the Client's represe[...]ue account is taken of the impact

of the timing of the [...] on the activities of the Client and any other contracto[...]ilar third parties also engaged by the Client.

3.3 The engagement un[...]utually non-exclusive that is to say that at any time the [...]sultant can provide to other clients services which are [...] to the Work and the Client can engage other contra[...]services which are the same as or similar to the Work [...]

3.4 The Developer in [...] on one or more occasions may substitute any Cons[...]any other Consultant engaged on the Work or may [...]l Consultant provided that any Consultant chosen [...]e requisite skills and experience to perform the Work. [...]se all reasonable endeavours to avoid or minimise [...]ns and to consult with the Client beforehand about [...]ange in engagement of persons carrying out the W[...]eloper shall in any event provide such a substitute [...]provision of the Work is unduly delayed by absence[...]any other reason upon notification by the Client (or th[...]e) that a delay is unacceptable or where it is otherwis[...]such a substitute or addition. The Client shall only b[...]accept any Consultant if in its reasonable opinion [...]e to lack of skills, or experience.

3.5 Any act or omiss[...] shall, for the purposes of this Agreement, be dee[...]sion of the Developer.

3.6 Whenever possible[...] Developer shall use his own equipment, material[...]out the Work.

3.7 The Developer is [...]services available except for the performance of its [...]Agreement. The engagement and appointment of the [...]reement to provide the Work does not create any mutu[...]t of the Client or the Developer to offer or accept any [...]ement or services. No continuing relationship shall he[...]d.

4. **Self-Employment Status [...]**

4.1 The Developer sha[...]pendent contractor and shall have the status of a self-[...]hall be responsible for all income tax and national in[...]r similar taxes or contributions in respect of the consi[...]his Agreement.

4.2 The Developer here[...]the Client in respect of any claims that may be made [...]s against the Client in respect of income tax or natior[...]s or similar taxes or contributions, including interest an[...]e Work (carried out by him or any Consultant) underta[...]der this Agreement.

4.3 The Developer sha[...]of his expenses and value added tax.

4.4 Nothing in this Agr[...]d to create any partnership, joint venture agency, o[...]ip between the Parties, or any employment relatio[...]ultant and [either] the Client [or the Developer].

5. **Fee**

5.1 **[**In consideration of ⬛⬛⬛⬛⬛⬛⬛⬛ are itself the Client shall pay to the Developer the **[**Initi⬛⬛⬛⬛⬛⬛⬛⬛n>> **[**as set out in the Developer's quotation dated <<i⬛⬛⬛

AND/OR

[In consideration of ⬛⬛⬛⬛⬛⬛⬛⬛ are itself the Client shall make the following Milestone ⬛⬛⬛⬛⬛⬛⬛⬛ber:

5.1.1 The sum of ⬛⬛⬛⬛⬛⬛⬛⬛ ery of the initial planning;

5.1.2 The sum of ⬛⬛⬛⬛⬛⬛⬛⬛ ery of the design ideas;

5.1.3 The sum of ⬛⬛⬛⬛⬛⬛⬛⬛ ery of each development report;

5.1.4 The sum of ⬛⬛⬛⬛⬛⬛⬛⬛ pletion of alpha testing;

5.1.5 The sum of ⬛⬛⬛⬛⬛⬛⬛⬛ pletion of beta testing;

5.1.6 The sum ⬛⬛⬛⬛⬛⬛⬛⬛ n delivery of the Software for acceptance ⬛⬛⬛

5.1.7 The sum of ⬛⬛⬛⬛⬛⬛⬛⬛ pletion of the Work and delivery of the Software⬛⬛⬛

5.1.8 <<insert add⬛⬛⬛⬛⬛⬛⬛⬛uired>>**]**

5.2 Payment of the **[**Init⬛⬛⬛⬛⬛⬛⬛⬛tone Payment**]** shall be made only following completio⬛⬛⬛⬛⬛⬛⬛⬛of the**]** Work and shall be made within <<insert peri⬛⬛⬛⬛⬛⬛⬛⬛ient of the Developer's invoice for the same.

Any sums which ⬛⬛⬛⬛⬛⬛⬛⬛ expiry of this period shall incur interest at the rate ⬛⬛⬛⬛⬛⬛⬛⬛>>% per annum above the base lending rate of <<in⬛⬛⬛⬛⬛⬛⬛⬛time to time. Interest shall accrue on a daily basis f⬛⬛⬛⬛⬛⬛⬛⬛ayment until the actual date of payment of the ove⬛⬛⬛⬛⬛⬛⬛⬛re or after judgment. Any interest due shall be payabl⬛⬛⬛⬛⬛⬛⬛⬛ue sum

5.3 All payments made ⬛⬛⬛⬛⬛⬛⬛⬛hall be expressly exclusive of any value added tax cha⬛⬛⬛

5.4 No further paymen⬛⬛⬛⬛⬛⬛⬛⬛ Developer for the Work and the Software over and ⬛⬛⬛⬛⬛⬛⬛⬛t out in this Clause 5 and, without limitation, no paym⬛⬛⬛⬛⬛⬛⬛⬛the Developer in respect of any expenses incurred ⬛⬛⬛⬛⬛⬛⬛⬛pleting the Work. The Client shall not make any paym⬛⬛⬛⬛⬛⬛⬛⬛respect of any of the Work or the Software itself.

6. **Intellectual Property**

6.1 Upon receipt in ful⬛⬛⬛⬛⬛⬛⬛⬛ll sums due under Clause 5, the copyright and any ⬛⬛⬛⬛⬛⬛⬛⬛ Property Rights subsisting in the Software shall be d⬛⬛⬛⬛⬛⬛⬛⬛the Client and the Developer shall be deemed to have ⬛⬛⬛⬛⬛⬛⬛⬛in respect of the Software arising out of Chapter IV of⬛⬛⬛⬛⬛⬛⬛⬛nd Patents Act 1988.

6.2 Following the assi⬛⬛⬛⬛⬛⬛⬛⬛d any and all other Intellectual Property Rights un⬛⬛⬛⬛⬛⬛⬛⬛e Client shall be free to use the Software for any pu⬛⬛⬛⬛⬛⬛⬛⬛t limited to, the purpose for which the Software was o⬛⬛⬛

6.3 **[**The copyright and   ctual Property rights subsisting in the Client's Material   s remain, the property of the Client at all times (subject   y part of the Client's Materials that the Client may mal   any time, subject to the Client's warranty under sub   Nothing in this Agreement shall operate to bestow u   ights in the Client's Materials save for the right to use t   s envisioned by this Agreement.**]**

7. **Developer's Warranties a   ent's Indemnities**

   7.1 The Developer, and   ged by the Developer (whether or not named in Sched   uisite skill and experience to carry out the Work

   7.2 The Developer sha   easonable endeavours to ensure that the Software   loper and shall not infringe any copyright, other Int   s, moral rights, rights of privacy, rights of publicity, o   ever of any person.

   7.3 The Developer he   opyright in the Software shall, throughout the full   otection be valid and subsisting pursuant to the law   **[**and the provisions of the Berne Convention and/or t   onvention**]**.

   7.4 The Developer sha   transfer, encumber or otherwise dispose of any rig   other rights in or to the Client's Materials or the So   to this Agreement, and shall not enter into any agree   ich might conflict with the Client's rights under this   interfere with the Developer's performance of his   reement

   7.5 Subject to the pro   7.7, in the event of any actions, proceedings, claims   cluding, without prejudice to the generality of this pr   f the Client on a solicitor and own-client basis) agains   ds that the Developer's Work or the Client's use, po   hip of the Software in accordance with this Agreemen   ement of any Intellectual Property Rights belonging to   per shall indemnify the Client from and against the sam

   7.6 Subject to the pro   7.7, in the event of any actions, proceedings, claims   cluding, without prejudice to the generality of this pr   f the Developer on a solicitor and own-client basis) ag   the grounds that the Developer's use or possession   or the purposes of carrying out the Work in accordanc   nstitutes the infringement of any Intellectual Propert   a third party, the Client shall indemnify the Devel   e same.

   7.7 The indemnities se   5 and 7.6 shall apply only if the indemnified Party:

      7.7.1 notifies the   ediately in writing upon becoming aware of any   , claim, demand or costs;

      7.7.2 makes no   ements without the indemnifying Party's prior

      7.7.3 makes all re   ble to the indemnifying Party upon request;

7.7.4 provides all _____ to the indemnifying Party upon request; and

7.7.5 allows the _____ plete control over any relevant litigation and _____

8. **Client's Warranties**

8.1 The Client shall us _____ nable endeavours to ensure that the Client's Materia _____ eloper is original to the Client and shall not infringe an _____ ctual Property Rights, moral rights, rights of privacy, ri _____ y other rights whatsoever of any person.

8.2 The Client hereby _____ t in the Client's Materials shall, throughout the full _____ otection, be valid and subsisting pursuant to the law _____ **[**and the provisions of the Berne Convention and/or t _____ Convention**]**.

8.3 The Client shall no _____ r, encumber or otherwise dispose of any rights of cop _____ s in or to the Client's Materials or Software except pu _____

8.4 The Client shall no _____ nent or arrangement which might conflict with the De _____ his Agreement or might interfere with the Developer's _____ gations under this Agreement.

9. **Liability**

9.1 This Clause 9 sets _____ iability of the Parties to each other for any breach of t _____ supply by the Developer and any Consultants of the _____ y use made by the Client of the Work and Software _____ on, statement, or tortious act or omission (including _____ gligence and breach of statutory duty) arising out of _____ Agreement.

9.2 Subject to sub-Clau _____ ll be liable to the other, whether in contract, tort (inclu _____ on, or for breach of statutory duty or misrepresentatio _____ loss of goodwill, loss of business opportunity, loss _____ , or any special, indirect or consequential dam _____ e suffered by the other Party that arises out of or in c _____ ment.

9.3 Nothing in this Agre _____ ility of either Party to the other for fraud or fraudulent _____ iberate or wilful misconduct, or for death or personal i _____

9.4 Nothing in this Agr _____ r limit the liability of either Party under or in respect _____ rovisions of Clause 7.

9.5 Without prejudice t _____ ns of Clause 7, or to sub-Clauses 9.2 or 9.3, the total _____ rising out of or in connection with this Agreement (wh _____ cluding negligence), restitution, for breach of statutory _____ on or otherwise) shall be limited to 100% of the [Fee] **O** _____ Payments] paid or payable by the Client under this A _____ f £ <<insert sum>> whichever is greater.

10. **Confidentiality**

10.1 Both Parties under _____ ovided by sub-Clause 10.2 or as authorised in writing _____ hey shall at all times during the

continuance of this [**<<insert period>>]** after its termination:

10.1.1 keep confide [...] rmation;

10.1.2 not disclose [...] tion to any other party;

10.1.3 not use any [...] n for any purpose other than as contemplate [...]

10.1.4 not make an [...] ny way or part with possession of any Confide [...]

10.1.5 ensure that [...] its directors, officers, employees, Consultant(s [...] es any act which, if done by that Party, would [...] sions of this Clause 10.

10.2 Subject to sub-Cl [...] may disclose any Confidential Information to:

10.2.1 any Consulta [...]

10.2.2 any of their s [...] es, or suppliers;

10.2.3 any governm [...] r regulatory body; or

10.2.4 any of their [...] r those of any party described in sub-Clauses [...] 3;

10.3 Disclosure under s [...] made only to the extent that is necessary for the p [...] this Agreement, or as required by law. In each case [...] t first inform the recipient that the Confidential Inform [...] Unless the recipient is a body described in sub-Cl [...] orised employee or officer of such a body, the disclos [...] and submit to the other Party a written undertaking [...] keep the Confidential Information confidential and to [...] oses for which the disclosure is made.

10.4 Either Party may us [...] nation for any purpose, or disclose it to any other party [...] l Information is or becomes public knowledge through [...]

10.5 When using or disc [...] nation under sub-Clause 10.4, the disclosing Party m [...] s not disclose any part of that Confidential Informa [...] nowledge.

10.6 The provisions of t [...] tinue in force in accordance with their terms, notwiths [...] of this Agreement for any reason.

11. **Termination**

11.1 Either Party may t [...] t at any time without notice and without giving any r [...] n.

11.2 Without prejudice to [...] Clause 11.1, this Agreement shall terminate, notwiths [...] s and remedies the Parties may have, in the followin [...]

11.2.1 either Party [...] e terms and obligations of this Agreement [...] able of remedy, is not remedied within <<ins [...] tice of such failure from the other Party; or

11.2.2 either Party [...] r liquidation – either voluntary or compulsory [...] oses of bona fide corporate

reconstructio... ...f a receiver is appointed over the whole or any ...ts.

11.3   The termination of ... ...e without prejudice to any rights which have already ... ...Parties under this Agreement.

12.   **[Data Protection**

The Developer will only ... ...al information as set out in the Developer's <<insert docu... ... Notice>> available from <<insert location(s)>>.]

13.   **[Data Processing**

13.1   In this Clause 13 a... ...rsonal data", "data subject", "data controller", "data p... ...al data breach" shall have the meaning defined in ... ...R.

13.2   [All personal data t... ...Developer on behalf of the Client, subject to this Agre... ...d in accordance with the terms of a Data Processing ... ...he Parties shall enter before any personal data is pro...

OR

13.2   **[**Both Parties shall ... ...e data protection requirements set out in the Data Pro... ...her this Clause 13 nor any other provisions of this A... ...either Party of any obligations set out in the Data Pro... ...hall not remove or replace any of those obligations.

13.3   For the purposes of ... ...islation and for this Clause 13 and this Agreement, the ... ...Processor" and the Client is the "Data Controller".

13.4   The type(s) of pe... ...e, nature and purpose of the processing, and the ... ...ng shall be set out in Schedule 4 to this Agreement.

13.5   The Data Controlle... ...s in place all necessary consents and notices require... ...nsfer of personal data to the Data Processor for the pu... ...edule 4 to this Agreement.

13.6   The Data Processo... ...y personal data processed by it in relation to its perfor... ...ations under this Agreement:

13.6.1 Process the... ...he written instructions of the Data Controller un... ...r is otherwise required to process such person... ...ta Processor shall promptly notify the Data Co... ...ng unless prohibited from doing so by law;

13.6.2 Ensure that... ...ble technical and organisational measures (a... ...Controller) to protect the personal data from... ...ful processing, accidental loss, damage or ... ...ures shall be proportionate to the potential ha... ... events, taking into account the current state... ...gy and the cost of implementing those measu... ...ken shall be agreed between the Data Contro... ...ssor and set out in Schedule 4 to the Agreeme...

13.6.3 Ensure that [   ]ess to the personal data (whether for processin[   ]) are contractually obliged to keep that persona[   ]

13.6.4 Not transfer[   ]side of the UK without the prior written cons[   ]roller and only if the following conditions a[   ]

    13.6.4.1 [   ]d/or the Data Processor has/have [   ]guards for the transfer of personal

    13.6.4.2 [   ]ts have enforceable rights and [   ]s;

    13.6.4.3 [   ]omplies with its obligations under [   ]egislation, providing an adequate [   ] any and all personal data so

    13.6.4.4 [   ] complies with all reasonable [   ]dvance by the Data Controller with [   ]ng of the personal data.

13.6.5 Assist the D[   ]ta Controller's cost, in responding to any and [   ]ta subjects and in ensuring its compliance [   ]tion Legislation with respect to security, bre[   ]t assessments, and consultations with supervis[   ]ators (including, but not limited to, the Informati[   ]e);

13.6.6 Notify the D[   ]undue delay of a personal data breach;

13.6.7 On the Da[   ]instruction, delete (or otherwise dispose of) [   ]a and any and all copies thereof to the Data C[   ] of this Agreement unless it is required to r[   ] data by law; and

13.6.8 Maintain co[   ]rds of all processing activities and technical an[   ]ures implemented necessary to demonstrate[   ]ause 13 and to allow for audits by the Data Co[   ]designated by the Data Controller.

13.7 **[The Data Processo[   ]any of its obligations with respect to the processing of[   ]Clause 13.]**

OR

13.7 **[The Data Proces[   ]act any of its obligations to a subcontractor with [   ]sing of personal data under this Clause 13 without[   ]nt of the Data Controller (such consent not to be [   ]d). In the event that the Data Processor appoints [   ]a Processor shall:**

    13.7.1 Enter into a[   ]h the subcontractor, which shall impose upo[   ]same obligations as are imposed upon the Da[   ]se 13 and which shall permit both the Data P[   ]ta Controller to enforce those obligations; a[   ]

13.7.2 Ensure that [...] ies fully with its obligations under that agreem[...] on Legislation.**]**

13.8 Either Party may, a[...] st <<insert period, e.g. 30 calendar days'>> notice, al[...] provisions of this Agreement, replacing them with [...] ocessing clauses or similar terms that form part of a[...] scheme. Such terms shall apply when replaced by a[...] ent.]

14   Force Majeure

14.1 Neither Party to th[...] liable for any failure or delay in performing their obl[...] re or delay results from any cause that is beyond the [...] at Party ("Force Majeure"). Such causes include, but [...] r failure, internet service provider failure, industrial ac[...] ood, storms, earthquakes, acts of terrorism, acts of w[...] or any other similar or dissimilar event or circumstan[...] ntrol of the Party in question.

14.2 **[**In the event that a[...] t cannot perform their obligations hereunder as a res[...] r a continuous period of <<insert period>>, the other [...] tion terminate this Agreement by written notice at the[...] the event of such termination, the Parties shall agree [...] le payment for all work completed up to the date of te[...] t shall take into account any prior contractual commit[...] liance on the performance of this Agreement.**]**

15   Nature of the Agreement

15.1 Subject to the pro[...] ntitling the Developer to perform obligations through[...] eement is personal to the Parties and [subject to th[...] 13] neither Party may assign, mortgage, or charg[...] ating charge) **[**or sub-license**]** any of its rights hereu[...] r otherwise delegate any of its obligations hereund[...] n consent of the other Party, such consent not to be u[...]

15.2 [Subject to the pro[...] s] **OR** [This] Agreement contains the entire agreeme[...] with respect to its subject matter and may not be mo[...] ument in writing signed by the duly authorised represe[...]

15.3 Each Party acknow[...] to this Agreement, it does not rely on any representa[...] r provision except as expressly provided in this Ag[...] itions, warranties or other terms implied by statute o[...] ded to the fullest extent permitted by law.

15.4 No failure or delay [...] cising any of its rights under this Agreement shall be [...] r of that right, and no waiver by either Party of a bre[...] his Agreement shall be deemed to be a waiver of any s[...] same or any other provision.

16   Severance

The Parties agree that, i[...] r more of the provisions of this Agreement is found to be [...] erwise unenforceable, that / those provisions shall be deeme[...] mainder of this Agreement. The remainder of this Agreeme[...] rceable.

17   Notices

17.1 All notices under th[...] writing and be deemed duly given if signed by, or on [...]sed officer of the Party giving the notice.

17.2 Notices shall be dee[...] given:

17.2.1 when delive[...]ier or other messenger (including registered m[...]ss hours of the recipient; or

17.2.2 when sent, i[...]d a return receipt is generated; or

17.2.3 on the fifth [...]g mailing, if mailed by national ordinary ma[...]

In each case notice [...] the most recent address or e-mail address notified to t[...]

18   Alternative Dispute Reso[...]

18.1 Any dispute or d[...]en the Parties relating to this Agreement or its s[...]ferred to a single arbitrator to be agreed upon by the [...]greement, to be appointed by the then President of t[...]bitrator to have all of the powers conferred upon arbi[...]gland and Wales.

18.2 The Parties hereby [...] of the Arbitrator shall **[**not**]** be final and binding on both [...]

19   Law and Jurisdiction

19.1 This Agreement (in[...]ual matters and obligations arising therefrom or assoc[...]e governed by, and construed in accordance with, th[...]ales.

19.2 Subject to the provi[...]dispute, controversy, proceedings or claim between t[...]is Agreement (including any non-contractual matters [...]herefrom or associated therewith) shall fall within the j[...]f England and Wales.

IN WITNESS WHEREOF this Ag[...] executed the day and year first before written

SIGNED by

<<Full name of the Developer>>

In the presence of
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signin[...]
for and on behalf of <<Client's Nar[...]

In the presence of
<<Name & Address of Witness>>

The Software

<<Insert full details of the Software   d by the Developer>>

Client's Materials

<<Insert full details of the Client's   to the Developer>>

Name of any Consultant engage

<<Insert full name of any Consulta   oper>>

Pursuant to Clause 13.4, the fol   e(s) of personal data, the scope, nature and purpose of the process   he processing:

<<Insert full details>>]

[Pursuant to Clause 13.6.2, the   cal and organisational measures agreed:

<<Insert full details>>]**]**