(1) <[illegible]er>>

(2) [illegible]t>>

SERVICES RETA[illegible]HORT VERSION)

SAMPLE

THIS SERVICES RETAINER AGR day of

BETWEEN:

(1) <<Name of Provider>> **[**a <Country of Registration>> under number <<Company Regi se registered office is at**] OR [**of**]** <<insert Address>> ("the P

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

WHEREAS:

(1) The Provider offers to b s comprising <<insert nature of services>>. The Provider nowledge and experience in that field.

(2) The Client's business com s business>.

(3) The Client wishes to enga iner basis for the Term to provide the Services.

(4) The Provider and the Clie he Provider will provide the said type(s) of services to the C n thereof the Client will pay (a) the retainer fee for the right t num number of hours of services stated in this Agreement a of services (up to that maximum) which the Client wishes to

IT IS AGREED as follows:

1. Definitions and Interpreta

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

"Business Day" (other than Saturday or Sunday) y banks are open in England & ll range of normal business;

"Commencement Date" on which provision of the mmence, as set out in sub-

"Confidential Informatio n to either Party, information d to that Party by the other Party connection with this Agreement r in writing or any other medium, ot the information is expressly idential or marked as such);

SAMPLE

SAMPLE

“Data Protection Legisla and until EU Regulation al Data Protection Regulation onger directly applicable in the nd any national implementing , and secondary legislation (as me to time), in the UK and any legislation which succeeds

“Fee” unt specified in Schedule 2 as the ming due to the Provider under

[“Intellectual Property R nd all rights in any patents, trade marks, registered designs, d rights to apply for any of those business and company names, names and e-mail addresses, de marks and service marks, base rights, know-how, rights in entions;

er licences, consents, orders, erwise in relation to a right in

same or similar effect or nature as ragraphs (a) and (b) which now or subsist; and

ue for past infringements of any of hts;**]**

“Order Form” ent in the form set out in used to place an order under the ure;

“Ordering Procedure” dure set out in Clause 3 for ces;

“Retainer Fee” specified in Schedule 2 as the coming due to the Provider under or each Retainer Period;

“Retainer Period” d specified as such in Schedule

“Retainer Period Limit” particular Retainer Period, a total gure>> in Fees equating to the er of hours of Services available amely <<insert figure>> hours of

"Services" ces to be provided by the Provider ccordance with Clause 2, as fully dule 1, and subject to the terms f this Agreement; and

"Term" of this Agreement as set out in

1.2 Unless the context reference in this Agreement to:

1.2.1 "writing" an ion includes a reference to any communicat transmission or similar means;

1.2.2 a statute or is a reference to that statute or provision as at the relevant time;

1.2.3 "this Agreen this Agreement and each of the Schedules a nted at the relevant time;

1.2.4 a Schedule i ement;

1.2.5 a Clause or ce to a Clause of this Agreement (other than agraph of the relevant Schedule; and

1.2.6 a "Party" or parties to this Agreement.

1.3 The headings used r convenience only and shall have no effect upon the i ement.

1.4 Words imparting the clude the plural and vice versa.

1.5 References to any g other gender.

1.6 References to perso tions.

2. Provision of the Services

2.1 Subject to the follo lause 2, in particular limits on the amount of Services and payment therefor, with effect from the Commenc shall from time to time during the Term provide to the Period such amount of each type of Services as the f the Ordering Procedure, and the Client may order fr s of the Ordering Procedure such amount, if any, of s as it requires to be provided in each Retainer Perio be bound to fulfil that order;

2.2 The Parties agree t

2.2.1 The Client to order any, or any minimum or specific, qu s of any type(s) of Services from the Supplier of either the Term or any Retainer Period(s). I hours of Services between zero and the ma ed for any Retainer Period(s) the Client shall ull Retainer Fee for that Retainer Period; and

2.2.2 Accordingly, e shall be refundable to the Client and no part ay be carried over to be credited against any for the next or any other Retainer Period/s;

SAMPLE

2.3 Except as follows, t o obligation to provide Services in any Retainer Perio number of hours comprising the Retainer Period Li l have no right to require such Services over and a d Limit **[.][;]**

[However, where th r Services to be carried out in a Retainer Period in er Period Limit for that Retainer Period, the Provid discretion decide to waive the Retainer Period Lir etainer Period and, in each such case, Sub-Clauses hen apply to ordering Services exceeding the Reta

2.4 No form of exclusiv l by this Agreement and nothing in this Agreement sh r any Retainer Period(s), either prevent the Client f third party/ies any services similar to or the same as a vent the Provider from providing to any third party/ies a he same as any of the Services;

2.5 The Provider shall with reasonable skill and care, commensurate wit in the <<insert sector/industry relevant to Services ingdom;

2.6 The Provider shall a reasonable instructions given to it by the Client provid compatible with the specification of Services provide

2.7 The Provider shall b g that it complies with all statutes, regulations, byelav f conduct and any other rules relevant to the provi

3 Ordering Procedure and

3.1 From time to time ient may request the Provider to supply any Service der Form in the form set out in Schedule 3. All orde arried out subject to the provisions of Clause 16;

3.2 An Order Form ma f the means permitted for giving a notice under Clause

3.3 The Order Form mu cient detail to make clear the type and quantity and all the Services requested;

3.4 Only an order place s Clause shall be valid, and such orders shall be o ing on the Parties without any requirement for acc dgement by the Provider;

3.5 The Provider shall all Services for which the Client places an order to b er Period up to, but only up to, the Retainer Period Lir tainer Period and the Client shall have the right to rec

[, except if the Prov Period Limit as follows**]**; [and]

3.6 **[**If the total amount ed to fulfil any particular order for Services to be ca Period would result in the Fees exceeding the Reta Retainer Period, the Provider shall give notice in writi <<insert number>> of days after receipt of that order for that order and in relation to that Retainer Period, th aive its right to insist on limiting

SAMPLE

Services to the Ret where the Provider does agree to waive it, it shall also t agrees to provide either:

3.6.1 all of the Se rder; or

3.6.2 not all of th n the order but that it agrees to provide the ity and type of Services stated in that notice; a

[3.7][3.6] If the provis ered entails the Provider incurring any expense which ad cost but is exclusively referable to the Services to b (a "Client expense"), the Provider shall advise the Clie ount of the Client expense and the reason why it is n e Provider shall, as soon as the Provider becomes to incur Client expense, promptly issue an invoice to al amount of the Client expense (including any VAT he amount of it which the Provider incurs but cannot r all have no obligation to incur the Client expense unti aid, and, until the Client pays the invoice, the Provid out the aspect of the Services necessitating incurr shall be suspended without liability to the Client for any Services.

4 Client's Obligations

4.1 The Client shall at i n a timely manner any information (orally or in writing or non-tangible form) if and when reasonably request he Client shall ensure that all such information as it pro curate;

4.2 The Provider will be ch information as being complete and accurate;

4.3 The Provider shall to provide Services to the extent that it does not rec rate information in response to a request for it under re the Provider is not reasonably able to provide thos

4.4 The Client may, f e reasonable instructions to the Provider in relation ision of the Services. Any such instructions should he specification of the Services provided in Schedul

4.5 In the event that th decision, approval, consent or any other input or com ent in order to continue with the provision of any, o ces at any time, the Client shall provide the same in manner;

4.6 If any consents, li sions are needed from any third parties such as lan ies, local authorities or similar to enable the provisio ll be the Client's responsibility to obtain the same in n of the relevant Services (or the relevant part thereo

4.7 If the nature of any the Provider to have access to the Client's premises o which is lawfully controlled by the Client, the Client sh der has access to the same at the times to be agreed d the Client as required;

4.8 The Client will take ns to protect the health and safety of the Provider's er b-contractors while providing any

SAMPLE

Services at any pre

4.9 The Provider shall ble for any defect, omission, delay or other shortcomin eir provision due to any default or delay of the Client u

5. Fees, Payment and Reco

5.1 The Client shall pay n and every Retainer Period falling during the Term, he Fees in accordance with the provisions of Sched

5.2 The Provider shall Retainer Fee and the Fees due in accordance with the 2;

5.3 The Retainer Fee ayable for the right to receive the Services under the d the Fees shall be consideration payable for the ti expends on provision of those Services. The Fees direct and indirect overhead costs of the Provider. Ho de any Client expense chargeable to the Client in addi ub-Clause [3.7][3.6];

5.4 All payments requi to this Agreement shall be made within <<insert peri eceipt by the Client of the relevant invoice;

5.5 All payments requi t to this Agreement by the Client shall be made in c ank in <<insert location>> as the Provider may from without any set-off, withholding or deduction except s tax as the Client is required to deduct or withhold

5.6 Where any paymen ment is required to be made on a day that is not a Bu ade on the next following Business Day;

5.7 Without prejudice g any other provisions of this Agreement, any su following the expiry of the period set out in sub-Cla rest on a daily basis at <<insert percentage>>% ab sert name of bank>> from time to time until payment i n outstanding sums;

5.8 The Provider shall:

5.8.1 keep, or pr ept, such records and books of account as the amount of any sums payable by the Client ted; and

5.8.2 at the reaso nt, allow the Client or its agent to inspect thos ccount and, to the extent that they relate to the s, to take copies of them;

6 Liability, Indemnity and I

6.1 The Provider shall ce at all times suitable and valid insurance that shall urance;

6.2 In the event that t rm the Services with reasonable care and skill it sh necessary remedial action at no additional cost to th

6.3 The Provider's total mand, proceedings, damages, loss,

SAMPLE

liability, costs or ex xpenses) arising in any particular period from its neg is Agreement shall be limited to £<<insert sum>> i d all connected or unconnected events occurring in

6.4 The Provider shall n, demand, proceedings, damages, loss, liability, costs o al expenses) suffered or sustained by the Client that failure to follow any instructions given by the Provid

6.5 The Provider shall n e to the Client under or in relation to this Agreement in co ncluding any liability for negligence) for:

6.5.1 any special l ct or consequential loss of revenue, business co s, profits, or use of facilities; or

6.5.2 any other ind s howsoever arising;

whether or not the s eseeable or actually foreseen;

6.6 Nothing in this Clau on(s) of this Agreement shall limit or exclude the Pro or personal injury or for fraud or fraudulent misrepre

6.7 The Client shall ind inst any costs, liability, damages, loss, claims or pro ss or damage to any equipment (including that bel rties appointed by the Provider) caused by the Clien ees; [and]

6.8 **[**In the event of any aims, demands or costs (including, without prejudice to rovision, legal costs on a solicitor and own-client basi y:

6.8.1 the Client or on of the Services by the Provider or Client's u wnership of any item received by the Client fr urse or as a result of the Provider doing so co of any Intellectual Property Rights belonging to er shall indemnify the Client from and against

6.8.2 the Provide e Provider's use or possession of any informa m in whatever form provided to it by the Clie eement for the purposes of the Provider pr nstitutes the infringement of any Intellectual g to a third party, the Client shall indemnify th nst the same; and**]**

6.9 The exclusions a in this Clause 6 shall apply cumulatively, and s the form of action, whether under statute, in contract ce, or any other form of action.

7 [Intellectual Property Rig

7.1 [The Provider shall any and all Intellectual Property Rights that may su ed or provided by the Provider in the course of pro e Provider shall be deemed to automatically grant clusive licence of any and all such rights to the Client ccordance with the terms of this Agreement and the stated in Schedule 1, or if no such period is stated the at that licence may be revoked by

SAMPLE

notice by the Provi er this Agreement to the Provider remains unpaid foll eriod set out in sub-Clause 5.4;

7.2 In complying with Clause 7.1, the Provider hereby undertakes to exec ts and perform any such actions that may be neces s into effect and shall exclusively bear any costs asso

7.3 The Provider shall arising out of Chapter IV of the Copyright, Designs

OR

7.1 [Upon receipt of all eement in respect of any Retainer Period, the Provide ership of any and all Intellectual Property Rights tha ing produced or provided by the Provider in the cour ces in that Retainer Period;

7.2 In complying with Clause 7.1, the Provider hereby undertakes to exec ts and perform any such actions that may be nece signments into effect and shall exclusively bear any with; and

7.3 The Provider shall arising out of Chapter IV of the Copyright, Designs

8 Confidentiality

8.1 Each Party undert ovided by sub-Clause 8.2 or as authorised in writi it shall, at all times during the continuance of this <<insert period>> years**]** after its termination:

8.1.1 keep confide rmation;

8.1.2 not disclose tion to any other party;

8.1.3 not use any n for any purpose other than as contemplate erms of this Agreement;

8.1.4 not make ar ny way or part with possession of any Confide

8.1.5 ensure that officers, employees, agents, sub-contractors which, if done by that Party, would be a breach Clauses 8.1.1 to 8.1.4 above.

8.2 Either Party may:

8.2.1 disclose any to:

8.2.1.1 any s of that Party;

8.2.1.2 any g thority or regulatory body; or

8.2.1.3 any f that Party or of any of the afore es or bodies;

to such exte for the purposes contemplated by this Agreem limited to, the provision of the Services), o n each case that Party shall first inform the in question that the Confidential Information pt where the disclosure is to any such body u or any employee or officer of any

SAMPLE

such body) ng to the other Party a written confidentialit arty in question. Such undertaking should be a in the terms of this Clause 8, to keep the Co nfidential and to use it only for the purposes for made; and

8.2.2 use any Co any purpose, or disclose it to any other person it is at the date of this Agreement, or at any ti nes, public knowledge through no fault of that use or disclosure, that Party must not disclose ntial Information that is not public knowledge;

8.3 The provisions of th e in force in accordance with their terms, notwithstand s Agreement for any reason.

9 Force Majeure

No Party to this Agreemen either in breach of its obligations due to, or liable for, any f ming their obligations where such failure or delay results fro ond the reasonable control of that Party. Such causes inclu o: power failure, internet provider failure, industrial action, civ ms, earthquakes, acts of terrorism, acts of war, governmental ent that is beyond the reasonable control of the Party in ques

10 Term and Termination

10.1 This Agreement sh <<insert Commencement Date>> and shall continue f rm>> from that date, subject to the provisions of this C

10.2 Either Party may te y giving to the other not less than <<insert notice pe expire on or at any time after <<insert minimum t

10.3 Either Party may im Agreement by giving written notice to the other Party if:

10.3.1 any sum ov e other Party under any of the provisions o t paid within <<insert period>> Business Da yment;

10.3.2 the other Pa reach of any of the provisions of this Agreem capable of remedy, fails to remedy it within <<i s Days after being given written notice givin e breach and requiring it to be remedied;

10.3.3 an encumb , or where the other Party is a company, a f any of the property or assets of that other Pa

10.3.4 the other Pa arrangement with its creditors or, being a com to an administration order (within the meaning 86);

10.3.5 the other P or firm, has a bankruptcy order made again y, goes into liquidation (except for the purpose tion or re-construction and in such a manner th therefrom effectively agrees to be

SAMPLE

bound by or imposed on that other Party under this Agreem

10.3.6 anything an foregoing under the law of any jurisdiction o her Party;

10.3.7 that other Pa to cease, to carry on business; or

10.3.8 control of th red by any person or connected persons not other Party on the date of this Agreement. f this Clause 10, "control" and "connected e meanings ascribed thereto by Sections 112 of the Corporation Tax Act 2010.

10.4 For the purposes o reach shall be considered capable of remedy if the Par with the provision in question in all respects.

10.5 The rights to term ven by this Clause 10 shall not prejudice any othe er Party in respect of the breach concerned (if any) c

11 Effects of Termination

Upon the termination of this on:

11.1 any sum owing by under any of the provisions of this Agreement shall be nd payable;

11.2 all Clauses which, e ir nature, relate to the period after the expiry or termin hall remain in full force and effect;

11.3 termination shall no right to damages or other remedy which the terminati pect of the event giving rise to the termination or any or other remedy which any Party may have in respe s Agreement which existed at or before the date of te

11.4 subject as provided except in respect of any accrued rights neither Party r obligation to the other; and

11.5 each Party shall (e rred to in Clause 8) immediately cease to use, eith any Confidential Information, and shall immediately re ny documents in its possession or control which conta ntial Information.

12 [Data Protection

12.1 All personal infor er may use will be collected, processed, and hel provisions of the Data Protection Legislation and the rights thereunder; and

12.2 For complete deta lection, processing, storage, and retention of perso not limited to, the purpose(s) for which personal data or bases for using it, details of the Client's rights and and personal data sharing (where applicable), please s Privacy Notice [available from <<insert location>>]

13 [Data Processing

13.1 In this Clause 13, subject", "data controller", "data processor", and "pe l have the meaning defined in the

SAMPLE

Data Protection Leg

13.2 **[**All personal data Provider on behalf of the Client under this Agreeme accordance with the terms of the Data Processing A y the Parties on <<insert date>> **[**pursuant to this Ag

OR

13.2 **[**The Parties hereby oth comply with all applicable data protection requirem Protection Legislation. This Clause 13 shall not relie obligations set out in the Data Protection Legisla move or replace any of those obligations;

13.3 For the purposes of islation and for this Clause 13, the Provider is the "Dat ent is the "Data Controller";

13.4 The type(s) of p e, nature and purpose of the processing, and the ng are set out in Schedule 4;

13.5 The Data Controlle s in place all necessary consents and notices require nsfer of personal data to the Data Processor for the p 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 e written instructions of the Data Controller u r is otherwise required to process such perso a Processor shall promptly notify the Data Co g unless prohibited from doing so by law;

13.6.2 Ensure that ble technical and organisational measures (Controller) to protect the personal data from ful processing, accidental loss, damage or res shall be proportionate to the potential ha events, taking into account the current stat y and the cost of implementing those measu en are set out in Schedule 4;

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

13.6.4 Not transfer e of the European Economic Area without the he Data Controller and only if the following co

13.6.4.1 /or the Data Processor has/have ards for the transfer of personal

13.6.4.2 have enforceable rights and

13.6.4.3 plies with its obligations under the on, providing an adequate level of ersonal data so transferred; and

13.6.4.4 complies with all reasonable ance by the Data Controller with

SAMPLE

r of the personal data;

13.6.5 Assist the D ta Controller's cost, in responding to any and ubjects in ensuring its compliance with the Da n with respect to security, breach notifications and consultations with supervisory authorities but not limited to, the Information Commissio

13.6.6 Notify the undue delay of a personal data breach;

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

13.6.8 Maintain co ecords of all processing activities and technic asures implemented necessary to demonstrat ause 13 and to allow for audits by the Data party designated by the Data Controller[.]

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

OR

13.7 **[**The Data Process t any of its obligations to a sub-processor with resp f personal data under this Clause 13 without the prior ata Controller (such consent not to be unreasonably w at the Data Processor appoints a sub-processor, the

13.7.1 Enter into a n the sub-processor, which shall impose upo same obligations as are imposed upon the Da use 13 and which shall permit both the Data ta Controller to enforce those obligations;

13.7.2 Ensure that lies fully with its obligations under that agreem on Legislation; and

13.8 Either Party may, at t <<insert period, e.g. 30 calendar days'>> notice, alte cing it with any applicable data processing clauses part of an applicable certification scheme. Such ter replaced by attachment to this Agreement.]

14 No Waiver

Except as provided expres failure or delay by either Party in exercising any of its rights hall be deemed to be a waiver of that right, and no waive breach of any provision of this Agreement shall be deeme subsequent breach of the same or any other provision.

15 Assignment

This Agreement is perso her Party may assign, mortgage, charge (otherwise than by licence or otherwise delegate any

SAMPLE

of its rights hereunder, or se delegate any of its obligations hereunder without the wri er Party, such consent not to be unreasonably withheld.

16 Time

16.1 The Parties agree th eferred to or set out in either this Agreement or any o unicated by any means by either party to the other, ar ot agreed times or dates, and are not of the essence of

16.2 The Provider provid ts, and it requires fair and realistic notice from the Cli carry out in an orderly way those Services requested o time under Clause 3.

16.3 The Provider does rovide Services to the Client on an urgent or emergen when in its discretion the Provider so states in any par

17 Relationship of the Partie

Nothing in this Agreement med to constitute:

17.1 an employment rela ties; or

17.2 a partnership, joint fiduciary relationship between the Parties other than hip expressly provided for in this Agreement.

18 Third Party Rights

18.1 No part of this Agre fer rights on any third parties and accordingly the Co arties) Act 1999 shall not apply to this Agreement; an

18.2 Subject to this Clau all continue and be binding on the transferee, success Party as required.

19 Notices

19.1 All notices under th writing and be deemed duly given if signed by, or on sed officer of the Party giving the notice;

19.2 Notices shall be de given:

19.2.1 when deliv rier or other messenger (including registered ess hours of the recipient; or

19.2.2 when sent, upon transmission; or

19.2.3 on the fift g mailing, if mailed by national ordinary m

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

20 Entire Agreement

20.1 [Subject to the pro is] **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 d

SAMPLE

20.2 Each Party ackno as expressly provided in this Agreement, in enter it does not rely on any Other Term Or Provision and a Provisions are hereby excluded to the fullest extent his Clause 20, "Other Term Or Provision" means a nty, condition, undertaking, or any other term or provis statutory or otherwise.

21 Law and Jurisdiction

21.1 This Agreement (in ual matters and obligations arising therefrom or assoc e governed by, and construed in accordance with, th ales; and

21.2 Any dispute, contro im between the Parties relating to this Agreement (inc ual matters and obligations arising therefrom or asso fall within the [non-] exclusive jurisdiction of the co es.

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

SIGNED by
<<Name and Title of person signin
for and on behalf of <<Provider's N

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>>

Specification of Services

<<Insert a detailed specification o ided by the Provider to the Client under this Agreement>>

[State period of time for the purpos Clause 7.1]

Fees and Payment

A. Retainer Fee
The Retainer Fee[1] for each , a month, 3 months, 6 months, 12 months >> (referred to in "Retainer Period") will be £<insert figure>> plus VAT to secu d with Services up to the Retainer

[1] The amount of the retainer fee will be whate priate as consideration for the Client to pay for the right to be provided with Services up to comprising the Retainer Period Limit (i.e. the Provider will be *obliged* to carry out all work ord aximum).

SAMPLE

Period Limit during that Re

B. Fees
The rate of Fees shall be s VAT per working <e.g. hour>> (excluding breaks or other e purposes of this Agreement, the Retainer Period Limit for e ll be £<insert the amount which is the maximum number of ho urly rate for a Retainer Period >>.

C. The Retainer Fee for the all be due and payable upon the issue of an invoice for it a ue an invoice for it on or after the date of this Agreement.

D. The Retainer Fee for any s od shall be due and payable upon the issue of an invoice for issue an invoice for it on or up to <<insert number>> <<e.g the beginning of that particular Retainer Period.

[*In m*]

1. Data Processing

Scope
<<Insert description of the scope o arried out>>.

Nature
<<Insert description of the nature o arried out>>.

Purpose
<<Insert description of the purpose sing is to be carried out>>.

Duration
<<Insert details of the duration of t

2. Types of Personal Data
<<List the types of personal data t

3. Categories of Data Subject
<<List the categories of data subje

4. Organisational and Technical res
<<Describe the organisational an be implemented as referenced in 13.6.2>>.

[2] The work carried out is charged by the hour a t fully remunerates the Provider. It might be the same, or more or less than, the Provider's stan

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