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CONSULTANT (COMPANY) DEVELOPER'S AGREEMENT

**THIS AGREEMENT** is made the  
**BETWEEN:**

- (1) <<Name of Developer>> a <<Country of Registration>> under  
number <<Company Regi se registered office is at <<insert  
Address>> (“the Developer
- (2) <<Name of Client>> [a <<Country of Registration>> under  
number <<Company Regi 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 business of <<insert description>>  
and wishes to acquire the s
- (3) The Developer hereby agre s to the Client subject to the terms  
and conditions of this Agre

**IT IS AGREED** as follows:

1. **Definitions and Interpretat**

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

**“Business Day”**

**[“Client’s Materials”]**

**“Confidential  
Information”**

**“Data Protection  
Legislation**

**[“Fee”]**

**["Initial Fee"]**

**"Intellectual Property Rights"**

**["Milestone Payment(s)"]**

**"Consultant"**

**"Work"**

**"Software"**

- 1.2 Unless the context of the Agreement requires otherwise, the following definitions shall apply:
- 1.2.1 "writing", and any communication in any form, including electronic or facsimile transmission or any other similar means;
- 1.2.2 a statute or regulation or any provision of any law;
- 1.2.3 "this Agreement" and "the Agreement" shall mean this Agreement and each of the Schedules hereto;
- 1.2.4 a Schedule shall mean a Schedule to this Agreement;
- 1.2.5 a Clause of the Agreement shall mean a Clause of this Agreement (other than a Clause of a Schedule) and
- 1.2.6 a "Party" or "Parties" shall mean the parties to this Agreement.
- 1.3 The headings used in the Agreement shall have no effect upon the interpretation of the Agreement.
- 1.4 Words imparting the singular shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

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payable to the Developer under payment of the Milestone

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

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

able to the Developer for each of the Milestones set out in sub-Clause 2.4.;

whose name is set out in Schedule 1. If there is no person(s) with the experience nominated by the Developer

services carried out under this Agreement for the Software; and

ated or modified by the Developer in accordance with Clause 1.

reference in this Agreement to: "the Agreement", includes a reference to any version of the Agreement by electronic or facsimile transmission or

is a reference to that statute or regulation or provision as it exists at the relevant time;

this Agreement and each of the Schedules hereto as presented at the relevant time;

reement;

ce to a Clause of this Agreement shall mean a Clause of the relevant Schedule;

e parties to this Agreement.

r convenience only and shall have no effect upon the interpretation of the Agreement.

clude the plural and vice versa.

other gender.

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the Client's representative shall take account of the timing of the Work and the activities of the Client and any other contractors or similar third parties also engaged by the 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 services which are not related to the Work and the Client can engage other contractors to provide services which are the same as or similar to the Work.

3.4 The Developer may from time to time substitute any representative or engage any additional Consultant chosen by the Developer to perform the Work. The Developer shall use all reasonable endeavours to avoid or minimise such changes or additions and to coordinate any such proposed changes in engagement with the Client. In any event provide such changes do not unduly delayed by the Developer, the Developer shall, upon notification by the Client, provide such changes or addition. The Client shall not be obliged to accept any Consultant if in its reasonable opinion the Consultant is not suitable due to lack of skills, or experience.

3.5 Whenever possible the Consultant shall use his own equipment, materials and subcontractors to perform the Work.

3.6 The Developer is not responsible for the performance of its obligations under the Agreement. The engagement and Agreement does not create any mutual obligations of the Developer to offer or accept any further contract or no continuing relationship shall hereby be created or implied.

#### 4. Status of the Developer

4.1 The Developer shall be an independent contractor and it shall be responsible for all its own insurance contributions or similar taxes or contributions payable under this Agreement.

4.2 The Developer hereby releases the Client in respect of any claims that may be made against the Client in respect of income tax or national insurance or similar taxes or contributions, including interest and penalties payable to the Work undertaken by the Developer under this Agreement.

4.3 The Developer shall be responsible for its expenses and value added tax.

4.4 Nothing in this Agreement shall be construed to create any partnership, joint venture or agency relationship between the Client and the Developer.

#### 5. Fee

5.1 [In consideration of the Work to be performed by the Developer the [Initiator] shall pay to the Developer the [Initial Fee] as set out in the quotation dated <<[Date]>> [as set out in the Developer's

due account is taken of the impact of the timing of the Work and the activities of the Client and any other contractors or similar third parties also engaged by the Client.

mutually non-exclusive that is to say that at any time the Consultant can provide to other clients services which are not related to the Work and the Client can engage other contractors to provide services which are the same as or similar to the Work.

on one or more occasions the Developer may from time to time substitute any representative or engage any additional Consultant chosen by the Developer to perform the Work. The Developer shall use all reasonable endeavours to avoid or minimise such changes or additions and to coordinate any such proposed changes in engagement with the Client. In any event provide such changes do not unduly delayed by the Developer, the Developer shall, upon notification by the Client, provide such changes or addition. The Client shall not be obliged to accept any Consultant if in its reasonable opinion the Consultant is not suitable due to lack of skills, or experience.

Developer shall use his own equipment, materials and subcontractors to perform the Work.

services available except for the performance of its obligations under the Agreement. The engagement and Agreement does not create any mutual obligations of the Developer to offer or accept any further contract or no continuing relationship shall hereby be created or implied.

dependent contractor and it shall be responsible for all its own insurance contributions or similar taxes or contributions payable under this Agreement.

the Client in respect of any claims that may be made against the Client in respect of income tax or national insurance or similar taxes or contributions, including interest and penalties payable to the Work undertaken by the Developer under this Agreement.

of its expenses and value added tax.

d to create any partnership, joint venture or agency relationship between the Client and the Developer.

are itself the Client shall pay to the Developer the [Initial Fee] as set out in the Developer's

**AND/OR**

[In consideration of the following Milestone

5.1.1 The sum of

5.1.2 The sum of

5.1.3 The sum of

5.1.4 The sum of

5.1.5 The sum of

5.1.6 The sum of acceptance

5.1.7 The sum of of the Softw

5.1.8 <<insert ad

5.2 Payment of the [Init following completion within <<insert period the same.

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

5.3 All payments made value added tax cha

5.4 No further payment Software over and a limitation, no paym expenses incurred b

**6. Intellectual Property**

6.1 Upon receipt in full copyright and any a Software shall be de be deemed to have out of Chapter IV of

6.2 Following the assi Property Rights un Software for any pu the Software was o

6.3 [The copyright and the Client's Material at all times (subject the Client may ma warranty under sub operate to bestow u

are itself the Client shall make the per:

elivery of the initial planning;

elivery of the design ideas;

elivery of each development report;

mpletion of alpha testing;

mpletion of beta testing;

on delivery of the Software for

mpletion of the Work and delivery

quired>>]

stone Payment] shall be made only of the] Work and shall be made of the Developer's invoice for

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.

shall be expressly exclusive of any

Developer for the Work and the t out in this Clause 5 and, without the Developer in respect of any oleting the Work.

All sums due under Clause 5, the Property Rights subsisting in the the Client and the Developer shall in respect of the Software arising and Patents Act 1988.

and any and all other Intellectual e Client shall be free to use the t limited to, the purpose for which

Actual Property rights subsisting in s remain, the property of the Client y part of the Client's Materials that any time, subject to the Client's Nothing in this Agreement shall ights in the Client's Materials save

for the right to use the Software in accordance with the terms  
7. **Developer's Warranties and Representations**

- 7.1 Any Consultant(s) retained by the Developer shall possess the skill and experience to carry out the Work.
- 7.2 The Developer shall warrant that the Software does not infringe any copyright, other Intellectual Property rights, rights of publicity, or other rights of any person.
- 7.3 The Developer hereby warrants that the copyright in the Software shall, throughout the full term of its protection be valid and subsisting in the Developer [and the provisions of the Berne Convention and/or the Paris Convention].
- 7.4 The Developer shall not transfer, encumber or otherwise dispose of any right in or to the Client's Materials or the Software to this Agreement, and shall not enter into any agreement which might conflict with the Client's rights under this Agreement to interfere with the Developer's performance of his obligations under this Agreement.
- 7.5 Subject to the provisions of 7.7, in the event of any actions, proceedings, claims or demands (including, without prejudice to the generality of this provision, on a solicitor and own-client basis) against the Client's use, possession or use of the Software in accordance with this Agreement, the Developer shall indemnify the Client from and against the same.
- 7.6 Subject to the provisions of 7.7, in the event of any actions, proceedings, claims or demands (including, without prejudice to the generality of this provision, on a solicitor and own-client basis) against the Developer's use or possession of the Software in accordance with this Agreement, the Developer shall indemnify the Developer from and against the same.
- 7.7 The indemnities set forth in 7.5 and 7.6 shall apply only if the indemnified Party:
- 7.7.1 notifies the indemnifying Party immediately in writing upon becoming aware of any claim, demand or costs;
- 7.7.2 makes no settlement or payment without the indemnifying Party's prior written consent;
- 7.7.3 makes all relevant documents and materials available to the indemnifying Party upon request;
- 7.7.4 provides all relevant documents and materials to the indemnifying Party upon request; and
- 7.7.5 allows the indemnifying Party to exercise complete control over any relevant litigation and proceedings.

as envisioned by this Agreement.]

**Client's Indemnities**

any other Consultant(s) engaged by the Client shall possess the skill and experience to carry out the Work.

reasonable endeavours to ensure that the Software does not infringe any copyright, other Intellectual Property rights, rights of publicity, or other rights of any person.

copyright in the Software shall, throughout the full term of its protection be valid and subsisting in the Developer [and the provisions of the Berne Convention].

transfer, encumber or otherwise dispose of any right in or to the Client's Materials or the Software to this Agreement, and shall not enter into any agreement which might conflict with the Client's rights under this Agreement to interfere with the Developer's performance of his obligations under this Agreement.

7.7, in the event of any actions, proceedings, claims or demands (including, without prejudice to the generality of this provision, on a solicitor and own-client basis) against the Client's use, possession or use of the Software in accordance with this Agreement, the Developer shall indemnify the Client from and against the same.

7.7, in the event of any actions, proceedings, claims or demands (including, without prejudice to the generality of this provision, on a solicitor and own-client basis) against the Developer's use or possession of the Software in accordance with this Agreement, the Developer shall indemnify the Developer from and against the same.

5 and 7.6 shall apply only if the indemnified Party:

mediately in writing upon becoming aware of any claim, demand or costs;

ements without the indemnifying Party's prior written consent;

le to the indemnifying Party upon request;

to the indemnifying Party upon request; and

plete control over any relevant litigation and proceedings.

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## 8. Client's Warranties

- 8.1 The Client shall use the Client's Materials in reasonable endeavours to ensure that the Developer is original to the Client and shall not infringe any Intellectual Property Rights, moral rights, or any other rights whatsoever of any person.
- 8.2 The Client hereby warrants that all rights in the Client's Materials shall, throughout the full term of their protection, be valid and subsisting in the Client [and the provisions of the Berne Convention and/or the Paris Convention].
- 8.3 The Client shall not assign, transfer, encumber or otherwise dispose of any rights of copyright in or to the Client's Materials or Software except pursuant to a written agreement.
- 8.4 The Client shall not enter into any agreement or arrangement which might conflict with the Developer's obligations under this Agreement or might interfere with the Developer's obligations under this Agreement.

## 9. Liability

- 9.1 This Clause 9 sets out the liability of the Parties to each other for any breach of the Work and Software, any misrepresentation, statement to, negligence and breach of this Agreement.
- 9.2 Subject to sub-Clause 9.3, the Parties shall be liable to the other, whether in contract, tort (including negligence), or for breach of statutory duty, loss of goodwill, loss of business opportunity, loss of profits, or any special, indirect or consequential damage suffered by the other Party that arises out of or in connection with the Work and Software.
- 9.3 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 breach of statutory duty.
- 9.4 Nothing in this Agreement shall limit the liability of either Party under or in respect of the provisions of Clause 7.
- 9.5 Without prejudice to the provisions of Clause 7, or to sub-Clauses 9.2 or 9.3, the total liability arising out of or in connection with this Agreement (whether in contract, including negligence), restitution, for breach of statutory duty or otherwise) shall be limited to the [Fee] [or the [Payments] paid or payable by the Client under this Agreement] or £ <<insert sum>> whichever is greater.

## 10. Confidentiality

- 10.1 Both Parties understand and agree that the Confidential Information provided by sub-Clause 10.2 or as authorised in writing by the Client shall at all times during the continuance of this Agreement and for the period of <<insert period>>] after its termination:
- 10.1.1 keep confidential the Confidential Information;
- 10.1.2 not disclose the Confidential Information to any other party;



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10.1.3 not use any Confidential Information for any purpose other than as contemplated in this Agreement;

10.1.4 not make any Confidential Information available in any way or part with possession of any Confidential Information;

10.1.5 ensure that any Confidential Information disclosed by its directors, officers, employees, or agents, or any act which, if done by that Party, would be in breach of the provisions of this Clause 10.

10.2 Subject to sub-Clause 10.3, either Party may disclose any Confidential Information to:

10.2.1 any Consultant or Supplier;

10.2.2 any of their directors, officers, employees, or suppliers;

10.2.3 any government or regulatory body; or

10.2.4 any of their directors, officers, employees, or suppliers, or those of any party described in sub-Clause 10.2.3.

10.3 Disclosure under sub-Clause 10.2 may be made only to the extent that is necessary for the performance of this Agreement, or as required by law. In each case, the disclosing Party must first inform the recipient that the Confidential Information is being disclosed. Unless the recipient is a body described in sub-Clause 10.2.3, the disclosing Party must obtain a written undertaking from the recipient to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.

10.4 Either Party may use Confidential Information for any purpose, or disclose it to any other party, if the Confidential Information is or becomes public knowledge through no fault of the disclosing Party.

10.5 When using or disclosing Confidential Information under sub-Clause 10.4, the disclosing Party must not disclose any part of that Confidential Information to any other party without knowledge.

10.6 The provisions of this Clause 10 shall continue in force in accordance with the terms of this Agreement for any reason.

## 11. [Data Protection]

11.1 All personal data that the Client or Consultant will be collected, processed, and held in accordance with the Data Protection Legislation and the Client's and Consultant's Privacy Policy.

11.2 For complete details of the collection, processing, storage, and retention of personal data, the Client and Consultant are not limited to, the purpose(s) for which personal data is collected, or bases for using it, details of the rights of the Client and Consultant to exercise them, and personal data is available from the Developer's Privacy Notice [available from <<insert link>>].

## 12. [Data Processing]

- 12.1 In this Clause 12 and in any schedule to this Agreement, the terms “personal data”, “data subject”, “data controller”, “data processor”, “data breach” and “data breach notification” shall have the meaning defined in the GDPR.
- 12.2 [All personal data transferred to the Data Processor shall be processed in accordance with the terms of this Agreement and the Data Processing Addendum. The Parties shall enter before any processing of personal data is processed by the Data Processor a Data Processing Addendum (DPA) which shall set out the data protection requirements set out in the Data Protection Act 2018, whether this Clause 12 nor any other provisions of this Agreement shall remove or replace any of those obligations.
- OR**
- 12.2 [Both Parties shall comply with the data protection requirements set out in the Data Protection Act 2018, whether this Clause 12 nor any other provisions of this Agreement shall remove or replace any of those obligations.
- 12.3 For the purposes of the GDPR, the Client is the “Data Controller” and the Data Processor is the “Data Processor”.
- 12.4 The type(s) of personal data, the nature and purpose of the processing, and the location of the processing shall be set out in Schedule 4 to this Agreement.
- 12.5 The Data Controller shall ensure that all necessary consents are in place all necessary consents for the transfer of personal data to the Data Processor for the purposes set out in Schedule 4 to this Agreement.
- 12.6 The Data Processor shall ensure that all personal data processed by it in accordance with the instructions under this Agreement:
- 12.6.1 Process the personal data in accordance with the written instructions of the Data Controller and shall not be otherwise required to process the personal data unless the Data Processor is otherwise required to process the personal data. The Data Processor shall promptly notify the Data Controller of any breach of the instructions unless prohibited from doing so by law;
- 12.6.2 Ensure that appropriate technical and organisational measures (which may include encryption) are in place (Data Controller) to protect the personal data from unlawful processing, accidental loss, damage, destruction or disclosure. Such measures shall be proportionate to the risks to the rights and freedoms of the data subjects, taking into account the state of the art, the cost of implementing those measures and the nature and scope of the processing. Those measures shall be agreed between the Data Controller and the Data Processor and set out in Schedule 4 to this Agreement.
- 12.6.3 Ensure that the personal data is not transferred to the personal data (whether for processing or storage) is contractually obliged to keep the personal data secure and to protect it from unauthorized access.
- 12.6.4 Not transfer the personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are met:
- 12.6.4.1 The Data Processor has/have implemented appropriate safeguards for the transfer of personal data to a third country or to an international organization.

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12.6.4.2 A have enforceable rights and

12.6.4.3 T omplies with its obligations under the  
on, providing an adequate level of  
personal data so transferred; and

12.6.4.4 T omplies with all reasonable  
ance by the Data Controller with  
of the personal data.

12.6.5 Assist the Data Controller's cost, in responding  
to any and data subjects and in ensuring its  
compliance with the Data Protection Legislation with respect to  
security, br t assessments, and consultations  
with superv isors (including, but not limited to,  
the Informa ice);

12.6.6 Notify the Data Controller of any breach of the Agreement without undue delay of a personal data

12.6.7 On the Data Controller's instruction, delete (or otherwise  
dispose of) personal data and any and all copies thereof  
to the Data Controller on termination of this Agreement unless it is  
required to retain such data by law; and

12.6.8 Maintain records of all processing activities and technical and organisational measures implemented necessary  
to demonstrate compliance with Clause 12 and to allow for audits  
by the Data Controller or any party designated by the Data Controller.

12.7 [The Data Processor shall be responsible for ensuring compliance with any of its obligations with respect to the processing of personal data under this Clause 12.]

OR

12.7 [The Data Processor shall be responsible for ensuring compliance with any of its obligations to a sub-processor with respect to the processing of personal data under this Clause 12 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld) and that the Data Processor appoints a sub-processor, the

12.7.1 Enter into a written agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Data Processor under this Clause 12 and which shall permit both the Data Controller and the Data Processor to enforce those obligations

12.7.2 Ensure that the sub-processor complies fully with its obligations under the Data Protection Legislation.]

12.8 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 replacing them with new processing clauses or similar terms that form part of a data protection scheme. Such terms shall apply when replaced by a new scheme.]

### 13. Termination

13.1 Either Party may terminate this Agreement at any time without notice and without giving any reason.

- 13.2 Without prejudice to Clause 13.1, this Agreement shall terminate, notwithstanding any provisions and remedies the Parties may have, in the following:
- 13.2.1 either Party fails to comply with the terms and obligations of this Agreement, which failure, if not remedied within <<insert period>> of written notice of such failure from the other Party;
- 13.2.2 either Party is declared insolvent or liquidation – either voluntary or compulsory – for purposes of bona fide corporate reconstruction or if a receiver is appointed over the whole or any part of its assets.
- 13.3 The termination of this Agreement shall be without prejudice to any rights which have already accrued to the Parties under this Agreement.
14. **Force Majeure**
- 14.1 Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations under this Agreement if such failure or delay results from any cause that is beyond the control of the Party ("Force Majeure"). Such causes include, but are not limited to, war, failure, internet service provider failure, industrial accidents, 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.
- 14.2 [In the event that a Party cannot perform their obligations hereunder as a result of Force Majeure for a continuous period of <<insert period>>, the other Party shall have the right to terminate this Agreement by written notice at the discretion of the other Party. In the event of such termination, the Parties shall agree on a reasonable payment for all work completed up to the date of termination. The payment shall take into account any prior contractual commitments and shall be in full compliance on the performance of this Agreement.]
15. **Nature of the Agreement**
- 15.1 This Agreement is not a mortgage, or charge, or assignment (without benefit of cession) of its rights hereunder, and neither Party may assign, sub-license, or otherwise dispose of its rights hereunder (without benefit of cession) [or sub-license] any part of its rights hereunder (without benefit of cession) [or sub-license] any part of its rights hereunder, except with the written consent of the other Party, such consent to be reasonably withheld.
- 15.2 [Subject to the provisions of this Agreement, the entire agreement between the Parties with respect to its subject matter shall be governed by the terms and conditions set forth in writing signed by the duly authorized representatives of the Parties.] **OR** [This] Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified, amended, or supplemented in writing signed by the duly authorized representatives of the Parties.
- 15.3 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation or warranty, express or implied, except as expressly provided in this Agreement, and it agrees to be bound to the fullest extent permitted by law.
- 15.4 No failure or delay in the performance of this Agreement shall be deemed to be a waiver of any right or remedy available to the Parties under this Agreement, and no waiver by either Party of a breach of this Agreement shall be deemed to be a waiver of any other breach of this Agreement or any other provision.

16. **Severance**

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

17. **Notices**

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

17.2 Notices shall be deemed to have been given:

17.2.1 when delivered in person to the addressee or other messenger (including a courier or other messenger) during business hours of the recipient; or

17.2.2 when sent by email to the addressee and a return receipt is generated; or

17.2.3 on the fifth business day after mailing, if mailed by national or international registered post.

In each case notice shall be deemed to have been given to the most recent address or e-mail address notified to the Party.

18. **Alternative Dispute Resolution**

18.1 Any dispute or difference arising out of or in connection with this Agreement or its subject matter shall be referred to a single arbitrator to be agreed upon by the Parties. The arbitrator shall have all of the powers conferred upon arbitrators by the Arbitration Act 1996 and the Arbitration (England and Wales) Regulations 2001.

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

19. **Law and Jurisdiction**

19.1 This Agreement (including any dispute arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the law of England and Wales.

19.2 Subject to the provisions of this Agreement, any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-contractual matters arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

**IN WITNESS WHEREOF** this Agreement has been executed the day and year first before written.

SIGNED by

<<Name of person signing for the  
DIRECTOR  
for and on behalf of <<Developer's name>>

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

SIGNED by

<<Name and Title of person signing  
for and on behalf of <<Client's Name>>

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

**The Software**

<<Insert full details of the Software <<Name of Software>> as provided by the Developer>>

**Client's Materials**

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

**Name of any named Consultant**

<<Insert full name of any Consultant <<Name of Consultant>> engaged by the Developer>>

Pursuant to Clause 12.4, the following details of the processing of personal data, the scope, nature and purpose of the processing, the categories of personal data, the source(s) of personal data, the scope, nature and purpose of the processing:

<<Insert full details>>]

[Pursuant to Clause 12.6.2, the following details of the technical and organisational measures agreed:

<<Insert full details>>]]

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