

# Services Agreement

## for Mentor Content Creators

Version 1.0 (August 2022)

Prepared for:

Mentor Content Creators

Created by:

Sean Stevens

UniPrepare Ltd

# Part 1: Commercial Terms

By booking an interview you enter into an Agreement, which incorporates these Commercial Terms and the General Terms and is entered into between: (a) UniPrepare Ltd a company incorporated in England and Wales under company number 13925463 whose registered office is at 16 Copse Wood Way, Northwood, England, HA6 2UE (**UniPrepare**); and (b) the Service Provider (as defined in these Commercial Terms).

Service Provider name and email address	As supplied in Calendly form
Services and Deliverables	Services to be provided: 5 TikTok videos Blog article (min. 500 words) Interview (1 hour)
Fees	5 TikToks & 1 Blog Article: £60 Interview: £30
Commencement Date	Date application is approved by UniPrepare representative.
Terms and Dates	On the Commencement Date (as may be amended by the parties in writing from time to time in accordance with the terms of this Agreement).
Performance Location	5 TikToks & 1 Blog Article: remotely Interview: in London, Cambridge or Oxford
Special Requirements	The Service Provider consents to the interview recording being used by UniPrepare and its affiliates, as part of both promotional materials or paid course materials.

# Part 2: General Terms

## 1. Definitions and interpretation

1.1. In this Agreement:

<b>Affiliate</b>	means any entity that directly or indirectly controls, is controlled by, or is under common control with, another entity (control meaning having the beneficial ownership of more than 50% of the issued share capital of a company or other such power to direct or cause the direction of management of the company);
<b>Affiliate Losses</b>	has the meaning given in clause 15.12;
<b>Business Day</b>	means a day other than a Saturday, Sunday or bank or public holiday in England;
<b>Claim</b>	has the meaning given in clause 12.1;
<b>Commencement Date</b>	the commencement date set out in the Commercial Terms;
<b>Commercial Terms</b>	means the commercial terms accompanying these General Terms, which form part of this Agreement;
<b>Confidential Information</b>	has the meaning given in clause 14.
<b>Deliverables</b>	means any content and materials to be provided under this Agreement by the Service Provider to UniPrepare;
<b>Fees</b>	has the meaning given in the Commercial Terms;
<b>Force Majeure</b>	has the meaning given in clause 15.4;
<b>Intellectual Property Rights</b>	means copyright, rights related to copyright such as moral rights and performers' rights, patents, rights in inventions, rights in Confidential Information, Know-how, trade secrets, trade marks, geographical indications, service marks, trade names, design rights, rights in get-up, database rights, databases, domain names, business names, rights in computer software, the right to sue for infringement, unfair competition and passing off, and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing;

<b>IPR Claim</b>	has the meaning given in clause 12.1.1;
<b>Know-how</b>	means inventions, discoveries, improvements, processes, formulae, techniques, specifications, technical information, methods, the results and procedures for experiments and tests, reports, component lists, manuals, instructions, designs, sketches, drawings, information relating to customers and suppliers (whether written or in any other form and whether confidential or not);
<b>Law</b>	means: <ul style="list-style-type: none"> <li>a. any law, statute, regulation, by-law or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Services are provided to or in respect of;</li> <li>b. the common law and laws of equity as applicable to the parties from time to time;</li> <li>c. any binding court order, judgment or decree;</li> <li>d. any applicable industry code, policy or standard; or</li> <li>e. any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business;</li> </ul>
<b>Performance Location</b>	means the location where the Services will be performed, which may include online, as set out in the Commercial Terms;
<b>Services</b>	means the services listed in the Commercial Terms, including producing the Deliverables (where the context so permits);
<b>Term</b>	has the meaning given in the Commercial Terms;
<b>UniPrepare Materials</b>	means those materials set out in the Commercial Terms as UniPrepare materials, and any other material owned or prepared by UniPrepare relating to the Services (and any modifications to that material);
<b>VAT</b>	means value added tax, as defined by the Value Added Tax Act 1994 (or equivalent sales tax); and

1. In this Agreement:
  - 1.1. a reference to this Agreement includes its schedules, appendices and annexes (if any);
  - 1.2. a reference to a 'party' includes that party's personal representatives, successors and

permitted assigns;

- 1.3. a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.4. a reference to a gender includes each other gender;
- 1.5. words in the singular include the plural and vice versa;
- 1.6. any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words.

## **2. Term**

- 2.1. Except where the contrary is specified in the Commercial Terms, this Agreement commences on the Commencement Date and unless terminated earlier in accordance with clause 13 shall continue until either: (a) completion by the Service Provider of all Services specified in the Commercial Terms, and acceptance of the Deliverables by UniPrepare; or (b) the expiry of the Term.
- 2.2. The Term may be extended, or additional Deliverables may be agreed by the parties if agreed in writing by both parties. Any such extension or addition to the Services may take place over email and will form part of this Agreement.

## **3. Service Provider obligations**

- 3.1. During the Term, the Service Provider agrees to supply, and UniPrepare agrees to purchase, the Services on the terms set out in this Agreement.
- 3.2. The Service Provider shall at all times and in all respects:
  - 3.2.1. perform the Services in accordance with the terms of this Agreement;
  - 3.2.2. ensure they are in compliance with the Special Requirements;
  - 3.2.3. co-operate with UniPrepare in all matters arising under this Agreement or otherwise relating to the performance of the Services;
  - 3.2.4. use the Performance Location in an efficient manner and for the sole purpose of providing the Services;
  - 3.2.5. provide all information, documents, materials, data or other items necessary for the provision of the Services to UniPrepare in a timely manner;
  - 3.2.6. inform UniPrepare in a timely manner of any matters (including any health, safety or security requirements) which may affect the provision of the Services;
  - 3.2.7. ensure that all, equipment, materials or other items used in the provision of the Services are suitable for the performance of the Services, in good condition and in good working order; and
  - 3.2.8. obtain and maintain all necessary licences, permits and consents required to enable it to perform the Services and otherwise comply with its obligations

under this Agreement.

3.3. The Service Provider agrees that UniPrepare may use information regarding the Service Provider for use in marketing and promotion of UniPrepare, including images of the Service Provider, and a biographical description of the Service Provider. The Service Provider agrees to provide such information as soon as reasonably practicable when requested by UniPrepare.

#### **4. UniPrepare obligations**

To the extent reasonably necessary for the Service Provider to perform its obligations under this Agreement, UniPrepare shall provide or procure for the Service Provider: (a) access to UniPrepare Materials; and (b) access to the Performance Location.

#### **5. Performance of the services**

5.1. The Service Provider shall perform the Services at the Performance Location.

5.2. The Service Provider shall perform the Services in accordance with any timescales specified in the Commercial Terms, or as otherwise agreed with UniPrepare. Services which do not have specified timescales shall be performed by the Service Provider as soon as possible but, in any event, within a reasonable period of time.

5.3. Time of performance shall be of the essence. Subject to clause 5.4, if the Service Provider fails to comply with the provisions of this clause 5.3, then UniPrepare may, at its option:

5.3.1. refuse to accept any subsequent attempts to perform the Services and terminate this Agreement immediately by written notice to the Service Provider;

5.3.2. procure services the same as or similar to the Services from an alternative supplier; and

5.3.3. recover from the Service Provider all losses, damages, costs and expenses incurred by UniPrepare arising from the Service Provider's default.

5.4. The Service Provider shall not be liable for any failure to comply with the provisions of clause 5.3 to the extent such failure is caused by:

5.4.1. UniPrepare's failure to make the Performance Location available;

5.4.2. UniPrepare's failure to make UniPrepare Materials available; or

5.4.3. an event of Force Majeure.

#### **6. Warranty**

6.1. The Service Provider represents and warrants that:

6.1.1. it has the right, power and authority to enter into this Agreement and grant to UniPrepare the rights (if any) contemplated in this Agreement and to perform the Services;

6.1.2. it understands UniPrepare's business and needs;

6.1.3. the Services shall be performed with due skill, care and attention;

- 6.1.4. the Services and the Deliverables shall comply with all applicable Law;
- 6.1.5. the Services and the Deliverables shall conform to the requirements set out in the Commercial Terms;
- 6.1.6. the Services and the Deliverables shall not infringe the Intellectual Property Rights of any third party;
- 6.1.7. the Deliverables shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979, s 14; and
- 6.1.8. the Services and the Deliverables shall be fit for any purpose held out by the Service Provider.

6.2. Without limiting any other remedies to which it may be entitled, UniPrepare may reject any of the Services or the Deliverables that do not comply with clause 6.1 and the Service Provider shall, at UniPrepare's option, promptly remedy, re-perform or refund the Fee of any such Services or Deliverables.

6.3. The provisions of this Agreement shall apply to any of the Services and related Deliverables that are remedied, re-performed or redelivered pursuant to clause 6.2.

6.4. The Service Provider shall not be liable for a breach of clause 6.1 to the extent that such breach arises by reason of:

- 6.4.1. UniPrepare's wilful damage or negligence;
- 6.4.2. the Service Provider's use of UniPrepare Materials; or
- 6.4.3. an event of Force Majeure.

6.5. The provisions of this clause 6 are in addition to, and are not exclusive of, any other rights and remedies to which UniPrepare may be entitled, and the warranties and conditions implied by the Sale of Goods Act 1979 or the Supply of Goods and Services Act 1982 are not excluded.

## **7. Fees**

7.1. The Fees payable by UniPrepare in respect of the Services are contained in the Commercial Terms.

7.2. Where the Fees are calculable on a time and materials basis, the Service Provider shall keep time sheets and/or screenshots and relevant documents showing the hours worked by them in respect of the provision of the corresponding Services and shall if so requested produce them to UniPrepare for accounting purposes, or UniPrepare may request, and the Service Provider shall agree, to use software as provided by UniPrepare to track and monitor the Service Provider's hours and work.

7.3. The Service Provider shall be responsible for all out-of-pocket expenses incurred by it in the performance of its obligations under this Agreement. For the avoidance of doubt the Service Provider shall not be reimbursed separately for these expenses.

## **8. Payment**

8.1. The Service Provider shall issue its invoice for the Fees payable in respect of the

Services monthly in arrears.

8.2. UniPrepare shall pay all undisputed invoices:

8.2.1. in full in cleared funds within 30 days of receipt of each invoice; and

8.2.2. to the bank account nominated by the Service Provider.

8.3. UniPrepare shall pay any applicable VAT to the Service Provider on receipt of a valid VAT invoice.

8.4. Time of payment is not of the essence. Where sums due under this Agreement are not paid in full by the due date:

8.4.1. the Service Provider may, without limiting its other rights, charge interest on such sums at 4 percentage points a year above the base rate of Bank of England from time to time in force; and

8.4.2. interest shall accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment.

## **9. Limitation of liability**

9.1. The extent of the parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 9.

9.2. Subject to clauses 9.5 and 9.6 the total liability of the parties, howsoever arising under or in connection with this Agreement, shall not exceed the sum of the fees paid to the Service Provider under this Agreement.

9.3. Subject to clauses 9.5 and 9.6, neither party shall be liable for consequential, indirect or special losses.

9.4. Subject to clauses 9.5 and 9.6, neither party shall be liable for any of the following (whether direct or indirect): (a) loss of profit; (b) loss of or corruption to data; (c) loss of use; (d) loss of production; (e) loss of contract; (f) loss of opportunity; (g) loss of savings, discount or rebate (whether actual or anticipated); and/or (h) harm to reputation or loss of goodwill.

9.5. The limitations and exclusions of liability set out in clauses 9.2 to 9.4 shall not apply in respect of any indemnities given by either party under this Agreement.

9.6. Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) any other losses which cannot be excluded or limited by applicable law; and/or (d) any losses caused by wilful misconduct.

## **10. Intellectual property rights**

10.1. In consideration of the Fees payable under this Agreement and the parties' mutual obligations under this Agreement the Service Provider hereby assigns to UniPrepare



absolutely with full title guarantee the Service Provider's present and future Intellectual Property Rights in the Services and the Deliverables and all other materials created by the Service Provider pursuant to this Agreement. For the avoidance of doubt, the Service Provider agrees that it will prepare the Deliverables and other materials created under the scope of this Agreement for UniPrepare only, and shall not use such Deliverables or other materials created for UniPrepare with third parties, except with the express written permission of UniPrepare.

10.2. Except as expressly agreed above, no Intellectual Property Rights of either party are transferred or licensed as a result of this Agreement.

10.3. Subject to the foregoing, each party shall be entitled to use in any way it deems fit any skills, techniques or Know-how acquired or developed or used in connection with this Agreement provided always that such skills, techniques or Know-how do not infringe the other party's Intellectual Property Rights now or in the future or disclose or breach the confidentiality of the other party's Confidential Information.

## **11. Data protection**

Each party shall comply with its respective obligations, and may exercise its respective rights and remedies, set out in Schedule 1.

## **12. Indemnity**

12.1. The Service Provider shall indemnify UniPrepare for any losses, damages, liability, costs and expenses (including professional fees) incurred by it as a result of any action, demand or claim:

12.1.1. that the provision of the Services or the Deliverables infringes the Intellectual Property Rights of any third party (an **IPR Claim**);

12.1.2. that UniPrepare is in breach of any applicable Law as a result of any act or omission of the Service Provider;

12.1.3. made against UniPrepare by a third party arising from any defect in the performance of the Services or the provision of the Deliverables caused by the Service Provider's breach of this Agreement, each being a **Claim**.

12.2. Without prejudice to clause 12.1, if any IPR Claim is made or is reasonably likely to be made, the Service Provider may at its option:

12.2.1. procure for UniPrepare the right to continue using and possessing the relevant Deliverables; or

12.2.2. modify or replace the infringing part of the Deliverables so as to avoid the infringement or alleged infringement, provided the Deliverables remain in conformance to the requirements set out in the Deliverables Sheet.

## **13. Termination**

13.1. This Agreement may be terminated for convenience by UniPrepare giving not less than 1 weeks' notice in writing to the Service Provider.

13.2. Either party may terminate this Agreement at any time by giving notice in writing to the other party if:

13.2.1. the other party commits a material breach of this Agreement and such breach is not remediable;

13.2.2. the other party commits a material breach of this Agreement which is not remedied within 14 days of receiving written notice of such breach;

13.2.3. the other party ceases trading, is declared insolvent or is subject to the appointment of an administrator, receiver, liquidator or any other insolvency practitioner in respect of all or a substantial part of its business or assets; and/or

13.2.4. any consent, licence or authorisation held by the other party is revoked or modified such that the other party is no longer able to comply with its obligations under this Agreement or receive any benefit to which it is entitled.

13.3. The right of a party to terminate this Agreement pursuant to clause 13.2.3 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to this Agreement.

13.4. On termination of this Agreement for any reason:

13.4.1. the Service Provider shall promptly invoice UniPrepare for all of the Services performed but not yet invoiced and/or refund any sums paid in advance for any Services not performed;

13.4.2. without prejudice to any additional obligations under Schedule 1, the parties shall within five Business Days return or destroy any materials of the other party then in its possession or control;

13.4.3. the accrued rights and liabilities of the parties (including any rights in relation to breaches of contract) shall not be affected; and

13.4.4. all rights granted to the Service Provider under this Agreement shall immediately cease.

13.5. The following clauses of this Agreement shall survive termination, howsoever caused:

(a) clause 6 (warranty); (b) clause 9 (limitation of liability); (c) clause 11 (data protection); (d) clause 12 (indemnity); (e) clause 13.4 (consequence of termination); (f) clause 14 (confidential information); (g) clause 15.3 (notices); (h) clause 15.12 (third party rights); (i) clauses 15.13 and 15.14 (governing law and jurisdiction); and Schedule 1 (data protection), together with any other provision of this Agreement which expressly or by implication is intended to survive termination.

#### **14. Confidential information**

14.1. Each party undertakes that it shall keep any information that is confidential in nature concerning the other party and its Affiliates including, any details of its business,

affairs, customers, clients, suppliers, plans or strategy (**Confidential Information**) confidential and that it shall not use or disclose the other party's Confidential Information to any person, except as permitted by clause 14.2.

14.2. A party may:

14.2.1. disclose any Confidential Information to any of its employees, officers, representatives or advisers who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement, provided that such party must ensure that the person to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause 14 as if it were a party;

14.2.2. disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction to be disclosed; and

14.2.3. use Confidential Information only to perform any obligations under this Agreement.

14.3. Each party recognises that any breach or threatened breach of this clause 14 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the parties agree that the non-defaulting party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

14.4. This clause 14 shall bind the parties during the Term and for a period of 12 months following termination of this Agreement.

## 15. General

15.1. **Further assurance.** Each of the parties shall perform all acts, and sign, execute and deliver all deeds and documents, as may be necessary or desirable for the purpose of giving full effect to this Agreement and shall use its best endeavours to procure that necessary third parties shall also do so.

15.2. **Entire agreement.** This Agreement and any documents referred to within it constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter. Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement. Nothing in this Agreement purports to limit or exclude any liability for fraud.

15.3. **Notices.** Any notice or other communication given by a party under this Agreement

shall be in writing, in English, and signed, and must be sent either by post or by email. Notices may be given and are deemed received: (a) by post: on the second date following postage of the letter; and (b) by email: on the day the email was sent. Notices and other communications shall be sent to the contact details set out in the Commercial Terms. All references to time are to the local time at the place of deemed receipt. This clause does not apply to notices given in legal proceedings or arbitration.

- 15.4. **Force majeure.** In this Agreement, **Force Majeure** means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement. **Inability** to pay is not Force Majeure. party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it: (a) promptly notifies the other of the Force Majeure event and its expected duration; and (b) uses reasonable endeavours to minimise the effects of that event. If, due to Force Majeure, a party: (a) is or is likely to be unable to perform a material obligation; or (b) is or is likely to be delayed in or prevented from performing its obligations for a continuous period of more than 10 Business Days, either party may terminate this Agreement with immediate effect.
- 15.5. **Variation.** No variation of this Agreement shall be valid or effective unless it is in writing, refers to this **Agreement** and is duly signed or executed by, or on behalf of, each party.
- 15.6. **Assignment and sub-contracting.** UniPrepare may at any time assign, sub-contract, transfer, mortgage, **charge**, declare a trust of or deal in any other manner with any or all of its rights under this Agreement, provided that it gives prior written notice to the Service Provider. The Service Provider shall not assign, sub-contract, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights under this Agreement, in whole or in part, without UniPrepare's prior written consent.
- 15.7. **No partnership or agency.** The parties are independent and are not partners or principal and agent and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.
- 15.8. **Severance.** If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected. If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or

part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

- 15.9. **Waiver.** No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy. A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.
- 15.10. **Compliance with law.** Each party shall comply and shall (at its own expense unless expressly agreed otherwise) ensure that in the performance of its duties under this Agreement will comply with all applicable Law, provided that neither party shall be liable for any breach of this clause 15.10 to the extent that such breach is directly caused or contributed to by any breach of this Agreement by the other party.
- 15.11. **Conflicts within agreement.** In the event of any conflict or inconsistency between different parts of this Agreement, the following descending order of priority applies: (a) the Commercial Terms; and (b) General Terms including Schedule 1. Subject to the forgoing order of priority between documents, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.
- 15.12. **Third party rights.** Except as expressly provided for in this clause 15.2, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement. The Affiliates of UniPrepare shall have the right to enforce the provisions of this Agreement. This Agreement is entered into by UniPrepare for its own benefit and the benefit of each of its Affiliates, and the benefits, rights and remedies of UniPrepare shall unless otherwise stated be deemed to confer such benefits, rights or remedies on UniPrepare and each Affiliate. The UniPrepare may elect that all losses, liabilities, costs, expenses and damages incurred by or on behalf of any Affiliates (**Affiliate Losses**) shall be treated as losses of UniPrepare and UniPrepare is entitled to recover all Affiliate Losses arising out of or in connection with this Agreement as if the same were incurred by UniPrepare.
- 15.13. **Governing law.** This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual

disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

15.14. **Jurisdiction.** The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

# Schedule 1 – Data Protection

## Part A: Operative Provisions

### 1. Definitions

#### 1.1. In this Schedule:

<b>Controller</b>	has the meaning given in applicable Data Protection Laws from time to time;
<b>Data Protection Laws</b>	means any applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either party or the Services, including: <ul style="list-style-type: none"><li>a. the GDPR;</li><li>b. the Data Protection Act 2018;</li><li>c. any laws which implement any such laws;</li><li>d. any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and</li><li>e. all guidance, guidelines and codes of practice issued by any relevant Data Protection Supervisory Authority relating to such Data Protection Laws (in each case whether or not legally binding);</li></ul>
<b>Data Protection Supervisory Authority</b>	means any regulator, authority or body responsible for administering Data Protection Laws;
<b>Data Subject</b>	has the meaning given in applicable Data Protection Laws from time to time;
<b>GDPR</b>	means the General Data Protection Regulation, Regulation (EU) 2016/679 as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);
<b>International Organisation</b>	has the meaning given in applicable Data Protection Laws from time to time;
<b>Personal Data</b>	has the meaning given in applicable Data Protection Laws from time to time;
<b>Personal Data Breach</b>	has the meaning given in applicable Data Protection Laws from time to time;
<b>Processing</b>	has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including <b>process</b> , <b>processed</b> , and <b>processes</b> shall be construed accordingly);

<b>Processor</b>	has the meaning given in applicable Data Protection Laws from time to time;
<b>Protected Data</b>	means Personal Data received from or on behalf of UniPrepare, or otherwise obtained in connection with the performance of the Service Provider's obligations under this Agreement; and
<b>Sub-Processor</b>	means any agent, sub-contractor or other third party engaged by the Service Provider (or by any other Sub-Processor) for carrying out any processing activities in respect of the Protected Data.

1. 2 Unless otherwise expressly stated in this Agreement the Service Provider's obligations and UniPrepare's rights and remedies under this Schedule are cumulative with, and additional to, any other provisions of this Agreement.

2. **Compliance with data protection laws**

The parties agree that UniPrepare is a Controller and that the Service Provider is a Processor for the purposes of processing Protected Data pursuant to this Agreement. The Service Provider shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data and the provision of the Services and shall not by any act or omission cause UniPrepare (or any other person) to be in breach of any of the Data Protection Laws. Nothing in this Agreement relieves the Service Provider of any responsibilities or liabilities under Data Protection Laws.

3. **Service Provider indemnity**

3.1. The Service Provider shall indemnify and keep indemnified UniPrepare against:

- 3.1.1. all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, sanctions, expenses, compensation paid to Data Subjects (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a Data Protection Supervisory Authority) arising out of or in connection with any breach by the Service Provider of its obligations under this Schedule; and
- 3.1.2. all amounts paid or payable by UniPrepare to a third party which would not have been paid or payable if the Service Provider's breach of this Schedule had not occurred.

4. **Instructions**

The Service Provider shall only process the Protected Data in accordance with Section 1 of Part B of this Schedule, this Agreement and UniPrepare's written instructions from time to time except where otherwise required by applicable law (and in such a case shall inform UniPrepare of that legal requirement before processing, unless applicable law prevents it



doing so on important grounds of public interest). The Service Provider shall immediately inform UniPrepare if any instruction relating to the Protected Data infringes or may infringe any Data Protection Law.

**5. Security**

The Service Provider shall at all times implement and maintain appropriate technical and organisational measures to protect Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

**6. Sub-processing**

6.1. The Service Provider shall not permit any processing of Protected Data by any agent, subcontractor or other third party without the prior specific written authorisation of that Sub-Processor by UniPrepare and only then subject to such conditions as UniPrepare may require.

6.2. The Service Provider shall ensure that access to Protected Data is limited to the authorised persons who need access to it to supply the Services.

6.3. The Service Provider shall, prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a binding written contract containing the same obligations as under this Schedule in respect of Protected Data that (without prejudice to, or limitation of, the above):

6.3.1. includes providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing of the Protected Data will meet the requirements of all Data Protection Laws; and

6.3.2. is enforceable by the Service Provider, and ensure each such Sub-Processor complies with all such obligations.

6.4. The Service Provider shall remain fully liable to UniPrepare under this Agreement for all the acts and omissions of each Sub-Processor as if they were its own.

6.5. The Service Provider shall ensure that all persons authorised by the Service Provider or any Sub-Processor to process Protected Data are reliable and:

6.5.1. adequately trained on compliance with this Schedule as applicable to the processing;

6.5.2. informed of the confidential nature of the Protected Data and that they must not disclose Protected Data;

6.5.3. subject to a binding and enforceable written contractual obligation to keep the Protected Data confidential; and

6.5.4. provide relevant details and a copy of each agreement with a Sub-Processor to UniPrepare on request.

**7. Assistance**

7.1. The Service Provider shall (at its own cost and expense) promptly provide such

information and assistance (including by taking all appropriate technical and organisational measures) as UniPrepare may require in relation to the fulfilment of UniPrepare's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws).

7.2. The Service Provider shall (at its own cost and expense) provide such information, co-operation and other assistance to UniPrepare as UniPrepare reasonably requires (taking into account the nature of processing and the information available to the Service Provider) to ensure compliance with UniPrepare's obligations under Data Protection Laws, including with respect to:

7.2.1. security of processing;

7.2.2. data protection impact assessments (as such term is defined in Data Protection Laws);

7.2.3. prior consultation with a Data Protection Supervisory Authority regarding high risk processing; and

7.2.4. any remedial action and/or notifications to be taken in response to any Personal Data Breach and/or any complaint or request relating to either party's obligations under Data Protection Laws relevant to this Agreement, including (subject in each case to UniPrepare's prior written authorisation) regarding any notification of the Personal Data Breach to Data Protection Supervisory Authorities and/or communication to any affected Data Subjects.

#### **8. Data subject requests**

The Service Provider shall (at no cost to UniPrepare) record and refer all requests and communications received from Data Subjects or any Data Protection Supervisory Authority to UniPrepare which relate (or which may relate) to any Protected Data promptly (and in any event within three days of receipt) and shall not respond to any without UniPrepare's express written approval and strictly in accordance with UniPrepare's instructions unless and to the extent required by law.

#### **9. International transfers**

The Service Provider shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to any country or territory outside the *United Kingdom* or to any International Organisation without the prior written authorisation of UniPrepare (which may be refused or granted subject to such conditions as UniPrepare deems necessary).

#### **10. Records**

The Service Provider shall maintain complete, accurate and up to date written records of all categories of processing activities carried out on behalf of UniPrepare. Such records shall include all information necessary to demonstrate its and UniPrepare's compliance with this Schedule, the information referred to in Articles 30(1) and 30(2) of the GDPR and such other

information as UniPrepare may reasonably require from time to time. The Service Provider shall make copies of such records available to UniPrepare promptly (and in any event within 5 working days) on request from time to time.

**11. Audit**

The Service Provider shall (and shall ensure all Sub-Processors shall) promptly make available to UniPrepare (at the Service Provider's cost) such information as is reasonably required to demonstrate the Service Provider's and UniPrepare's compliance with their respective obligations under this Schedule and the Data Protection Laws, and allow for, permit and contribute to audits, including inspections, by UniPrepare (or another auditor mandated by UniPrepare) for this purpose at UniPrepare's request from time to time. The Service Provider shall provide (or procure) access to all relevant premises, systems, personnel and records during normal business hours for the purposes of each such audit or inspection upon reasonable prior notice (not being more than *two* Business Days) and provide and procure all further reasonable co-operation, access and assistance in relation to any such audit or inspection.

**12. Breach**

12.1. The Service Provider shall promptly (and in any event within 24 hours) notify UniPrepare if it (or any of its Sub-Processors or the Service Provider Personnel) suspects or becomes aware of any suspected, actual or threatened occurrence of any Personal Data Breach in respect of any Protected Data.

12.2. The Service Provider shall promptly (and in any event within 24 hours) provide all information as UniPrepare requires to report the circumstances referred to in paragraph 12.1 (above) to a Data Protection Supervisory Authority and to notify affected Data Subjects under Data Protection Laws.

**13. Deletion/return**

13.1. The Service Provider shall (and shall ensure that each of the Sub-Processors and Service Provider Personnel shall) immediately, at UniPrepare's written request, either securely delete all the Protected Data to UniPrepare in such form as UniPrepare reasonably requests after the earlier of:

13.1.1. the end of the provision of the relevant Services related to processing of such Protected Data; or

13.1.2. once processing by the Service Provider of any Protected Data is no longer required for the purpose of the Service Provider's performance of its relevant obligations under this Agreement, and securely delete existing copies (except to the extent that storage of any such data is required by applicable law and, if so, the Service Provider shall inform UniPrepare of any such requirement).

**14. Survival**

This Schedule shall survive termination or expiry of this Agreement for any reason.

**15. Cost**

The Service Provider shall perform all its obligations under this Schedule at no cost to UniPrepare.

**16. Rights of data subjects**

Nothing in this Agreement affects the rights of Data Subjects under Data Protection Laws (including those in Articles 79 and 82 of the GDPR or in any similar Data Protection Laws) against UniPrepare, the Service Provider or any Sub-Processor.

## Part B: Data Processing

### **Section 1—Data processing details**

Processing of the Protected Data by the Service Provider under this Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Section 1 of Part B.

**1. Subject-matter of processing:**

Performance of Services pursuant to the Agreement.

**2. Duration of the processing:**

The Term of the Agreement

**3. Nature and purpose of the processing:**

To fulfil a contractual obligation under the Agreement.

**4. Type of Personal Data:**

Full name, contact email address, contact number, residential address, information on reasonable adjustments required, aptitude tests, school name, university name;

**5. Categories of Data Subjects:**

Customers/Students