

Content Capture Terms of Business

1. Interpretation

- 1.1 The following definitions and rules of interpretation apply in this agreement:

Affiliate: in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.

Agreement: the contract between Content Capture and the Customer for the provision of the Available Services in accordance with these conditions.

Applicable Data Protection Laws: means:

- a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Content Capture is subject, which relates to the protection of personal data.

Applicable Laws: all applicable laws, statutes, regulations and codes from time to time in force.

Available Services: the services as set out in **Error! Reference source not found..**

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Change Order: has the meaning given in clause 7.1.

Charges: the sums payable for the Works as set out in an Order.

Conditions: these terms and conditions as amended from time to time in accordance with this Agreement

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and **controls, controlled** and the expression **change of control** shall be construed accordingly.

Content Capture: Content Capture Services Ltd Registered in England & Wales with company number 03456974 whose registered office is at Calico House Calico Lane, Furness Vale, High Peak, Derbyshire, SK23 7SW

Content Capture's Personal Data: any personal data that Content Capture processes in connection with this agreement, in the capacity of a controller.

Commencement Date: has the meaning given in clause 2.

Customer: the person or firm from whom engages Content Capture for the Available Services.

Customer's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Works including any such items specified in a Statement of Work.

Customer Materials: all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to Content Capture in connection with the Works, including the items provided pursuant to clause

Customer Personal Data: any personal data which Content Capture processes in connection with this agreement, in the capacity of a processor on behalf of the Customer.

Deliverables: any output of the Works to be provided by Content Capture to the Customer as specified in an Order.

EU GDPR: means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trademarks and

service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information including know-how and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: a plan, agreed in accordance with clause 3, describing the services to be provided by Content Capture, and the timetable for their performance.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

VAT: value added tax chargeable in the UK.

Works: the Available Services which are provided by Content Capture under an Order, including services which are incidental or ancillary to the Works.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- 1.8 This Agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 Unless expressly provided otherwise in this Agreement reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 Unless expressly provided otherwise in this Agreement, reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.11 A reference to **writing** or **written** includes email.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 A reference to **this Agreement** or to any other agreement or document is a reference to this agreement or such other agreement or document, in each case as varied or novated from time to time.
- 1.14 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Basis of Contract

- 2.1 The Order constitutes an offer to the Customer to purchase the Available Services from Content Capture in accordance with these Conditions. Any offer by Content Capture is conditional upon acceptance of these Conditions by the Customer, which are incorporated by reference to the Order to the exclusion of any other term that the Customer may seek to impose or incorporate, or which any implied by trade, customer, practice or course of dealing.
- 2.2 The Order shall be deemed to be accepted on the earlier of:
 - 2.2.1 the Customer issuing written acceptance of the Order; or
 - 2.2.2 any act by the Customer consistent with fulfilling the Order, at which point, and on which date the Contract shall come into existence (Commencement Date).
- 2.3 Unless otherwise stated on the Order, where the Agreement relates to ongoing supply of Available Services, the parties agree that the Agreement shall commence on the date as stated in the Order and will continue thereafter on a month-to-month basis unless terminated earlier in accordance with this Agreement or until either party gives to the other party written notice to terminate. Such notice shall be served no earlier than first anniversary of the commencement of this agreement and shall expire on the completion of all Orders entered into before the date on which it is served.
- 2.4 These Conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 These Conditions shall apply to the Available Services except where the application to one or the other is specifically stated.
- 2.6 If there are no uncompleted Orders as at the date notice to terminate is served under clause 2.1 such notice shall terminate this agreement with immediate effect.
- 2.7 The parties shall not enter into any further Orders after the date on which notice to terminate is served under clause 2.1.
- 2.8 The Customer may procure any of the Available Services by agreeing an Order with Content Capture pursuant to clause 3 (Orders).
- 2.9 Content Capture shall provide the Works from the date specified in the relevant Order.

3. Order

- 3.1 Each Order shall be agreed via email in the following manner:
 - (a) the Customer shall ask Content Capture to provide any or all of the Available Services and provide Content Capture with as much information as Content Capture reasonably requests in order to prepare a draft Order for the Available Services requested;
 - (b) following receipt of the information requested from the Customer Content Capture shall, as soon as reasonably practicable either:
 - (i) inform the Customer that it declines to provide the requested Available Services; or
 - (ii) provide the Customer with an Order for approval via email.
 - (c) If Content Capture provides the Customer with an Order for approval pursuant to clause 3.1(b)(ii), Content Capture and the Customer shall discuss and agree on the Order; and
 - (d) both parties shall confirm the order in writing via email.
- 3.2 Unless otherwise agreed, the Charges shall be calculated in accordance with the Order.

- 3.3 Once an Order has been agreed in accordance with clause 3.1(d), no amendment shall be made to it except in accordance with clause 7 (Change control) or clause 19 (Variation).

- 3.4 Each Order shall be part of this agreement and shall not form a separate contract to it.

4. Content Capture's responsibilities

- 4.1 Content Capture shall use reasonable endeavours to provide the Works, and deliver the Deliverables to the Customer, in accordance with an Order in all material respects.
- 4.2 Content Capture shall use reasonable endeavours to meet any performance dates specified in an Order, but any such dates shall be estimates only and time for performance by Content Capture shall not be of the essence of this agreement.

5. Customer's obligations

- 5.1 The Customer shall:
 - (a) co-operate with Content Capture in all matters relating to the Works;
 - (b) appoint a manager in respect of the Works to be performed under each Order. That person shall have authority to contractually bind the Customer on all matters relating to the relevant Works (including by signing Change Orders);
 - (c) provide, for Content Capture, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required by Content Capture including any such access as is specified in an Order;
 - (d) provide to Content Capture in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or a third party) required under an Order or otherwise reasonably required by Content Capture in connection with the Works and ensure that they are accurate and complete in all material respects;
 - (e) inform Content Capture of all health and safety and security requirements that apply at any of the Customer's premises;
 - (f) ensure that all the Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Works and conforms to all relevant United Kingdom standards or requirements;
 - (g) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Content Capture to provide the Works, including in relation to the installation of Content Capture's Equipment, the use of all Customer Materials and the use of the Customer's Equipment insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Works are to start;
- 5.2 If the Content Capture's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, Content Capture shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

6. Non-solicitation and employment

- 6.1 The Customer shall not, without the prior written consent of Content Capture, at any time from the date on which any Works commence to the expiry of 12 months after the completion of such Works, solicit or entice away from Content Capture or employ or attempt to employ any person who is, or has been, engaged as

- an employee, consultant or subcontractor of Content Capture in the provision of such Works.
- 6.2 Any consent given by Content Capture in accordance with clause 6.1 shall be subject to the Customer paying to Content Capture a sum equivalent to 30% of the then current annual remuneration of Content Capture's employee, consultant or subcontractor.
- 7. Change control**
- 7.1 Either party may propose changes to the scope or execution of the Works but no proposed changes shall come into effect until a relevant **Change Order** has been agreed by both parties. A Change Order shall be an email simply setting out the proposed changes and the effect that those changes will have on:
- (a) the Works;
 - (b) the Charges;
 - (c) the timetable for the Works; and
 - (d) any of the other terms of the relevant Order.
- 7.2 If Content Capture wishes to make a change to the Works it shall provide an email detailing the Change Order to the Customer.
- 7.3 If the Customer wishes to make a change to the Works:
- (a) it shall notify Content Capture and provide as much detail as Content Capture reasonably requires of the proposed changes, including the timing of the proposed change; and
 - (b) Content Capture shall, as soon as reasonably practicable after receiving the information at clause 7.3(a), provide an email with the agreed Change Order to the Customer.
- 7.4 If the parties:
- (a) agree to a Change Order, they shall confirm the same in an email that Change Order shall amend the relevant Statement of Work; or
 - (b) are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 28 (Multi-tiered dispute resolution procedure).
- 8. Charges and payment**
- 8.1 In consideration of the provision of the Works by Content Capture, the Customer shall pay the Charges.
- 8.2 The Charges are calculated on a fixed price basis, the amount of those charges shall be as set out in an Order.
- 8.3 The Charges exclude the following, which shall be payable by the Customer monthly in arrears, following submission of an appropriate invoice:
- (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Content Capture engages in connection with the Works; and
 - (b) the cost to Content Capture of any materials or services procured by Content Capture from third parties for the provision of the Works as such items and their cost are set out in the Order.
- 8.4 Content Capture may increase the Charges not calculated in accordance with the Charges on an annual basis with effect from each anniversary of the date of this agreement in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the date of this agreement and shall be the latest available figure for the percentage increase in the Retail Prices Index.
- 8.5 Any increase in the Charges shall affect:
- (a) the Charges (to the extent that they are calculated in accordance with the e Charges) in an Order in force at the date the increase takes effect; and
 - (b) the calculation of the Charges for an Order entered into after the date the increase takes effect.
- 8.6 Content Capture shall invoice the Customer for the Charges at the intervals specified, in the Order. If no intervals are so specified, Content Capture shall invoice the Customer at the end of each month for Works performed during that month.
- 8.7 The Customer shall pay each invoice submitted to it by Content Capture within 14 days of receipt to a bank account nominated in writing by Content Capture from time to time.
- 8.8 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Content Capture any sum due under this agreement on the due date:
- (a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%; and
 - (b) Content Capture may suspend part or all of the Works until payment has been made in full.
- 8.9 All sums payable to Content Capture under this agreement:
- (a) are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
 - (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 9. Intellectual property rights**
- 9.1 In relation to the Deliverables:
- (a) Content Capture and its licensors shall retain ownership of all IPRs in the Deliverables, excluding the Customer Materials;
 - (b) Content Capture grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding the Customer Materials) for the purpose of receiving and using the Works and the Deliverables in its business; and
 - (c) the Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 9.1(b):
 - (i) to its Affiliates and customers;
- 9.2 In relation to the Customer Materials, the Customer:
- (a) and its licensors shall retain ownership of all IPRs in the Customer Materials; and
 - (b) grants to Content Capture a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of this agreement for the purpose of providing the Works to the Customer.
- 9.3 Content Capture:
- (a) warrants that the receipt, use of the Works and the Deliverables by the Customer shall not infringe the rights, including any Intellectual Property Rights, of any third party;
 - (b) shall, indemnify the customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all other reasonable professional costs and expenses) suffered or incurred or paid by the Customer arising out of or in connection with any claim brought against the Customer for actual or alleged infringement of a third

parties Intellectual Property Rights, to the extent that the infringement or alleged infringement results from copying, arising out of, or in connection with, the receipt, use of the Works and Deliverables.

- (c) shall not be in breach of the warranty at clause 9.3(a), and the Customer shall have no claim under the indemnity at clause 9.3(b) to the extent the infringement arises from:
 - (i) the use of Customer Materials in the development of, or the inclusion of the Customer Materials in, the Works or any Deliverable;
 - (ii) any modification of the Works or any Deliverable, other than by or on behalf of Content Capture; and
 - (iii) compliance with the Customer's specifications or instructions, where infringement could not have been avoided while complying with such specifications or instructions and provided that Content Capture shall notify the Customer if it knows or suspects that compliance with such specification or instruction may result in infringement.

9.4 The Customer:

- (a) warrants that the receipt and use in the performance of this agreement by Content Capture, its agents, subcontractors or consultants of the Customer Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
- (b) shall indemnify Content Capture against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred or paid by Content Capture arising out of or in connection with any claim brought against Content Capture, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights, to the extent that the infringement or alleged infringement results from copying, arising out of, or in connection with, the receipt or use in the performance of this agreement of the Customer Materials.

9.5 If either party (**Indemnifying Party**) is required to indemnify the other party (**Indemnified Party**) under this clause 9, the Indemnified Party shall:

- (a) notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 9.3(b) or clause 9.4(b) (as applicable) (**IPRs Claim**);
- (b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
- (c) provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
- (d) not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

10. Compliance with laws and policies

- 10.1 In performing its obligations under this agreement, Content Capture shall comply with the Applicable Laws;

11. Data protection

- 11.1 If the Parties envisage that Personal Data will be processed in connection with the performance of the Contract the Parties will enter into a data processing agreement in accordance with the Data Protection Legislation.
- 11.2. Without prejudice to clause 11.1, the Parties shall comply with their respective obligations under the Data Protection Legislation and shall have in place appropriate technical and organisational security measures against unauthorised or unlawful Processing of Personal Data, and against accidental loss or destruction of or damage to Personal Data.

12. Artificial Intelligence

12.1 Non-Use of AI

- (a) Content Capture warrants and represents that, in providing the Works and any Deliverables under this Agreement (including any Statement of Work), it shall not use, employ, or rely on any artificial intelligence, machine learning, or other automated decision-making systems that generate content or make autonomous determinations affecting the substance of the final output delivered to the Customer.

12.1.2 Subject to clause 12.3, Content Capture shall ensure that all final Deliverables are produced solely through human expertise and judgement, without automated content generation.

12.2 Prohibition on AI Training Using Customer Data

- (a) Content Capture shall not provide, upload, or otherwise make available any Customer Personal Data or other Customer Materials (as defined in clause this Agreement) for use in training, refining, or otherwise improving any artificial intelligence or machine learning models.
- (b) Content Capture shall ensure that its personnel, agents, subcontractors, or any third party under its control comply with the obligations in this clause 12.2

12.3 Future Introduction of AI

- (a) If, at any point, Content Capture wishes to incorporate AI-driven processes or tools into its performance of the Works or delivery of the Deliverables, it shall notify the Customer in writing at least thirty (30) days before the intended change.
- (b) Content Capture shall not deploy such AI processes unless and until the Customer provides its prior written consent, such consent not to be unreasonably withheld or delayed and the parties have agreed in writing to any necessary amendments (in accordance with clause 19 (Variation) and clause 8 (Change control)) to this Agreement or any Statement of Work.

12.4 Consequences of Breach

- (a) Any breach of this clause 12 by Content Capture shall be deemed a material breach of this Agreement for the purposes of clause 15.1(a) (Termination).
- (b) Content Capture shall indemnify the Customer against all liabilities, costs, expenses, damages, and losses (including reasonable professional fees) suffered or incurred by the Customer arising out of or in connection with any breach of clauses 12.1 or 12.2, provided that such breach is directly attributable to Content Capture's use of AI or disclosure of Customer data to AI systems, in each case contrary to this clause 12.

13. Confidentiality

- 13.1 Each party undertakes that it shall not at any time during this agreement, and for a period of two years after termination or expiry of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers

- of the other party, except as permitted by clause 13.2(a).
- 13.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.
- 14. Limitation of liability**
- 14.1 Content Capture has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £10,000 per claim. The limits and exclusions in this clause reflect the insurance cover Content Capture has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 14.2 References to liability in this clause 14 (Limitation of liability) include every kind of liability arising under or in connection with this agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 14.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 14.4 Nothing in this clause 14 shall limit the Customer's payment obligations under this agreement.
- 14.5 Nothing in this agreement shall limit the Customer's liability under the following clauses:
- (a) clause 9.4 (IPR indemnities);
- 14.6 Nothing in this agreement limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 14.7 Subject to clause 14.3 and 14.6 (no limitations in respect of deliberate default) and clause 14.6 (liabilities which cannot legally be limited), Content Captures total liability to the Customer:
- (a) for loss arising from Content Capture's failure to comply with its data processing obligations under clause 11 (Data protection) shall not exceed £5,000; and
 - (b) for all other loss or damage which does not fall within subclause (a) or (b) shall not exceed £10,000.
- 14.8 Subject to clause 14.3 (no limitations in respect of deliberate default), clause 14.5 (liability under identified clauses) and clause 14.6 (liabilities which cannot legally be limited), the Customer's total liability to Content Capture:
- (a) for loss arising from Content Capture's failure to comply with its data processing obligations under clause 11 (Data protection) shall not exceed £5,000; and
 - (b) for all other loss or damage which does not fall within subclause (a) or (b) shall not exceed £10,000
- 14.9 The caps on the Customer's liabilities shall not be reduced by:
- (a) amounts awarded or agreed to be paid under:
 - (i) clause 9 (IPR indemnities); and
 - (b) amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.
- 14.10 Subject to clause 14.3 (No limitations in respect of deliberate default), clause 14.4 (No limitation on the customer's payment obligations), clause 14.5 (liability under identified clauses) and clause 14.6 (Liabilities which cannot legally be limited), this clause 14.10 specifies the types of losses that are excluded:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) indirect or consequential loss.
- 14.11 Content Capture has given commitments as to compliance of the Services with relevant specifications in clause 4.1 (Content Capture's responsibilities). In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.
- 14.12 Unless the Customer notifies Content Capture that it intends to make a claim in respect of an event within the notice period, Content Capture shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 15. Termination**
- 15.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - (b) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
 - (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
 - (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors [other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party];
 - (e) the other party applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;
 - (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership) [other than for

- the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party];
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
 - (h) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
 - (i) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
 - (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.1(c) to clause 15.1(j) (inclusive);
 - (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - (m) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.
- 15.2 Without affecting any other right or remedy available to it, Content Capture may terminate this agreement with immediate effect by giving written notice to the Customer if:
- (a) the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 60 days after being notified in writing to make such payment; or
 - (b) there is a change of Control of the Customer.
- 16. Obligations on termination and survival**
- 16.1 Obligations on termination or expiry**
- On termination or expiry of this agreement:
- (a) the Customer shall immediately pay to Content Capture all of Content Capture's outstanding unpaid invoices and interest and, in respect of the Works supplied but for which no invoice has been submitted, Content Capture may submit an invoice, which shall be payable immediately on receipt;
 - (b) the Customer shall, within a reasonable time, return all of Content Capture's Equipment. If the Customer fails to do so, then Content Capture may enter the Customer's premises and take possession of Content Capture's Equipment. Until Content Capture's Equipment has been returned or repossessed, the Customer shall be solely responsible for its safe keeping; and
 - (c) Content Capture shall on request return any of the Customer Materials not used up in the provision of the Works.
- 16.2 Survival**
- (a) On termination or expiry of this agreement, all existing Statements at Work shall terminate automatically.
 - (b) Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination [or expiry] of this agreement shall remain in full force and effect.
- (c) Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 17. Force majeure**
- 17.1 Neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 21 days, the party not affected may terminate this agreement by giving not less than 7 days' written notice to the affected party.
- 18. Assignment and other dealings**
- 18.1 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
- 18.2 Content Capture may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights under this agreement.
- 19. Variation**
- Subject to clause 7 (Change control), no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 20. Waiver**
- 20.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 20.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 20.3 A party that waives a right or remedy provided under this agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.
- 21. Rights and remedies**
- The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 22. Severance**
- 22.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 22.2 If any provision or part-provision of this agreement is deemed deleted under clause 22.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 23. Entire agreement**
- 23.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 23.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that

it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

24. Conflict

If there is an inconsistency between any of the provisions of this agreement and the provisions of the Schedules, the provisions of this agreement shall prevail.

25. No partnership or agency

25.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

25.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

26. Third party rights

26.1 Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

27. Notices

27.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to the address specified in on the Order.

27.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting; or

(c) if sent if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 27.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

27.3 This clause does not apply to the service of any proceedings or any documents in any legal action or,

where applicable, any arbitration or other method of dispute resolution.

28. Dispute resolution procedure

28.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then [except as expressly provided in this agreement,] the parties shall follow the procedure set out in this clause:

(a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Customer and Content Capture shall attempt in good faith to resolve the Dispute;

(b) if the Customer and Content Capture are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 14 days after the date of the ADR notice.

28.2 If the Dispute is not resolved within 45 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 45 days, or the mediation terminates before the expiration of the said period of 45 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 30

29. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

30. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.



Schedule 1 Available Services

DSAR Redaction

Content Capture offer a comprehensive service to manage and process Data Subject Access Requests (DSARs) on behalf of its clients. This service ensures compliance with data protection regulations like GDPR by handling all aspects of DSARs, including advising on the eDiscovery exercise, reviewing the data, excluding out-of-scope information, redaction to protect the data of third parties and delivering the requested personal data within the required timeframe. The company also provides secure systems for tracking and documenting the process, ensuring transparency and safeguarding both the client and the data subject's privacy rights.

Outsourced DPO

Content Capture provides an outsourced Data Protection Officer (DPO) service, helping organisations ensure compliance with data protection laws such as GDPR. The service includes expert guidance on data protection policies, risk assessments, staff training, and the management of data breaches. By acting as a dedicated external DPO, the company supports businesses in maintaining robust data protection practices, monitoring compliance, and serving as a point of contact for both regulators and individuals on data privacy matters.

eDisclosure

Content Capture offers an eDisclosure data gathering service that helps organisations efficiently collect, process, and review electronic data for legal investigations and litigation. The service involves secure, comprehensive data extraction from multiple sources, including emails, documents, and other digital formats. With advanced tools and expert support, the company ensures that data is accurately gathered, preserved, and organised in compliance with legal requirements, providing clients with reliable evidence to support their legal proceedings.

Data Breach Analysis

Content Capture provides a data breach analysis service designed to help organisations identify, assess, and respond to data breaches swiftly and effectively. The service includes a thorough investigation of the breach's cause, scope, and impact, along with recommendations for mitigating risks and preventing future incidents. The company ensures compliance with regulatory reporting requirements and assists in communicating with affected individuals, helping businesses manage the breach while minimising reputational and legal risks.

Video & Audio Redaction

Content Capture offers a professional video and audio redaction service designed to protect sensitive information in multimedia content. This service involves the careful editing of videos and audio recordings to blur or remove personal data, confidential details, or any other sensitive material before they are shared or made public. The company utilises advanced technology and expertise to ensure that redacted content maintains its integrity while safeguarding privacy and compliance with data protection regulations.

Legacy Data Migration

Content Capture offers a legacy data migration service to help organisations securely transfer and upgrade their outdated data systems. This service involves extracting, transforming, and migrating data from legacy platforms to modern, more efficient systems, ensuring minimal disruption to business operations. The company uses proven methodologies and robust security measures to preserve data integrity, maintain compliance with regulatory standards, and ensure a seamless transition to new technologies while minimising risks associated with data loss or corruption.

Bespoke Projects

Content Capture provides bespoke, tailor-made data services that are meticulously crafted to address the unique needs of each client. Our customised solutions are designed to tackle a wide range of data-related challenges, with our in-house expertise.



Schedule 2 Processing Personal Data

1. Parties' roles

1.1 Where Content Capture acts as a processor

As a processor, Content Capture processes personal data on behalf of the data controller. The processor operates solely under the instructions of the controller, ensuring that the personal data is handled in compliance with applicable data protection laws, including the UK Data Protection Act and GDPR. This involves taking all reasonable steps to safeguard the data while processing it for specific purposes defined by the controller.

1.2 Where Content Capture acts as a controller

In instances where CCS acts as a controller, the company determines the purposes and means of processing personal data. This includes deciding how and why personal data is collected, stored, and used, and ensuring compliance with relevant data protection regulations. As a controller, Content Capture is responsible for providing clear information to data subjects and ensuring that data is processed lawfully and securely.

2. Particulars of processing

2.1 Scope

The scope of processing refers to the range of personal data processed by CCS under its data processing activities. This includes defining the specific types of personal data to be processed, the systems and processes used for such processing, and the geographical areas in which processing will occur.

2.2 Nature

The nature of processing encompasses the methods and activities involved in handling personal data. It outlines whether the data is being collected, stored, transmitted, or otherwise used, and how these processes align with the legal obligations regarding data protection, including the application of safeguards to protect personal data.

2.3 Purpose of processing

Content Capture processes personal data for specific purposes, such as providing DSAR processing or Outsourced DPO services, improving customer experiences, or fulfilling contractual obligations. These purposes must be clearly defined, lawful, and communicated to the data subjects to ensure transparency and accountability.

2.4 Duration of the processing

The duration of processing refers to the time period during which personal data will be processed. This duration is determined based on the purpose of the processing and is aligned with legal retention periods. Once the processing purpose has been fulfilled, personal data will be securely deleted or anonymised in accordance with the agreed retention policy.

2.5 Types of personal data

Content Capture processes a variety of personal data types depending on the business requirements, including, but not limited to, contact details, identifiers, financial information, and online identifiers. These types of personal data are selected based on the purpose and scope of processing, ensuring minimal and relevant data usage.

2.6 Categories of data subject

The categories of data subjects refer to individuals whose personal data is processed by CCS. This can include employees, customers, clients, suppliers, and any other relevant parties. Each category of data subject is treated with the necessary level of protection as required by UK data protection laws.

3. Technical and organisational measures

To ensure the security of personal data, CCS implements a range of technical and organisational measures detailed in security and privacy policies. These measures include encryption, access control, regular security audits, and training for staff on data privacy practices. Additionally, the company maintains a strict data protection policy, ensuring compliance with all relevant data protection laws, including GDPR, and continuously improving data security practices to protect data from unauthorised access, loss, or breach.