



Schedule 1

Upsource Standard Terms and Conditions for Virtual Assistant Services

1. Services
 - 1.1. Upsource shall provide the Services as set out in the Contract. The Services shall be provided at the agreed times and Upsource shall otherwise be available between 9am – 5pm on Monday to Friday (except public holidays).
 - 1.2. Upsource shall use reasonable skill and care in providing the Services. Whilst we endeavour to provide the highest level of service, Upsource does not accept any liability or financial/business responsibility for any work produced by the Upsource team, or for the end use of any documents or materials produced or edited by Upsource on your behalf. Upsource accepts no responsibility for the success or failure of a clients' business.
 - 1.3. You shall be responsible for final proof-reading of any deliverables provided by Upsource.
 - 1.4. Upsource is entitled to reject any request for services including, without limitation, on the grounds of capacity, legality and/or morality.
2. Fees and Payment
 - 2.1. In respect of any retained Services, unused hours of up to 10% of the agreed package (the "Deferred Hours") may be carried forward once to the next calendar month ("Next Month"). The Deferred Hours will only be allocated after the standard allocated hours for the Next Month have been used completely. Any unused hours in a month which are in excess of 10% of the agreed package will be lost. Any Deferred Hours which are not used in the Next Month will also be lost.
 - 2.2. All payments shall be made via bank transfer.
 - 2.3. All invoices are payable within 5 days of the date of the invoice.
 - 2.4. Upsource reserves the right to increase fees no more than once per year. Any increase to fees shall be confirmed to you in writing not less than 14 days before any increase is applied.
 - 2.5. Upsource is entitled to charge interest on any overdue invoices at a rate of 5% above the Bank of England base rate.
3. Confidentiality
 - 3.1. Upsource shall keep as confidential any information which you notify us of as being confidential or which we can reasonably identify as being confidential. We shall not share your confidential information with any third party except as reasonably required in connection with our provision of the Services and we are permitted to share such information with our team members involved in the provision of the Services who have a reasonable need to access the information. We shall ensure that any Upsource team member is bound by written obligations of confidentiality.
 - 3.2. The obligation of confidentiality set out in clause 3.1 shall not apply to any information which: (i) is in the public domain, (ii) Upsource receives from a third party free of any obligation of confidentiality, (iii) Upsource is required to disclose by law, court order or binding regulation.

4. Termination

- 4.1. Either party may terminate this Contract on written notice to the other party as follows:
 - 4.1.1. on not less than 30 days' notice where notice is served within 3 months of the Start Date ("Initial Period");
 - 4.1.2. on not less than 60 days' notice where notice is served after the Initial Period; and
 - 4.1.3. immediately where the other party: (i) has breached the terms of this Contract and, where that breach is capable of remedy, the other party has failed to remedy the breach with 7 days of receipt or written notice of the breach, or (ii) is declared bankrupt, insolvent, has an administrator appointed to manage its assets or otherwise is unable to pay its debts.
- 4.2. Upsource reserves the right to suspend provision of the Services where any invoices are not paid in accordance with the terms of this Contract.
- 4.3. Termination of this Contract shall not affect any rights, liabilities or obligations which have arisen prior to the effective date of termination.

5. Liability

- 5.1. Upsource shall have no liability under this Contract for any amount in excess of the fees paid to Upsource for the Services provided.
- 5.2. In no event shall Upsource be liable for punitive or consequential damages or for any loss of profit, loss of business, depletion of goodwill or any other indirect losses or damage of any kind.
- 5.3. The Services are provided on an "as-is" basis and Upsource gives no representation or warranty that the Services will be fit for any particular purpose. Upsource expressly disclaims all warranties regarding the Services, including without limitation that the Services will be uninterrupted or be error free.

6. Privacy and Data Protection

- 6.1. Upsource will operate at all times in accordance with the terms of our Privacy Policy. By signing this Contract you confirm your agreement to the terms of our Privacy Policy, a copy of which can be provided on request.
- 6.2. In respect of personal data (as defined by the General Data Protection Regulation (EU) 2016/679 ("GDPR")) that Upsource processes for the purpose of administering and managing the Services and our relationship with you, Upsource acts in the capacity as a data controller. Where Upsource acts in the capacity as a data controller, Upsource shall undertake all such processing in accordance with GDPR.
- 6.3. In respect of any personal data which you directly or indirectly provide to Upsource for the purpose of Upsource undertaking the Services, we act in the capacity of a data processor when processing such personal data. Where Upsource acts in the capacity as a data processor, the terms of Schedule 2 to these Terms and Conditions shall apply.

7. Non-Solicitation

- 7.1. Except as expressly authorised in writing in advance by Upsource, you shall not solicit, offer work to, employ or contract with, whether as a director, member, employee, consultant or independent contractor, directly or indirectly, any Upsource team member either during their participation in the



Services or for a 12 month period thereafter. For the purposes of this clause, an Upsource team member includes any individual or legal entity that Upsource employs or engages as a director, member, employee, consultant or independent contractor and with which you come into direct contact in the course of the Services.

7.2. You agree to promptly notify Upsource if you solicit, offer work to, employ or contract with and Upsource team member and agree that, upon engaging such person, you will pay Upsource a cash fee of an amount equivalent to the fees paid or payable to Upsource by you over a three month period immediately prior to the date on which Upsource receives such notice subject to a minimum fee of £XXX, which you agree to be a reasonable estimate of the direct losses incurred by Upsource as a result of your breach of clause 7.1.

8. Marketing

8.1. For the purposes of marketing the services of Upsource, (unless you have notified Upsource in writing in advance that we may not do so) Upsource is permitted to disclose to third parties that it has performed services for you, including without limitation using your name, logo and/or a description of the Services in any such marketing materials.

9. Miscellaneous

9.1. If any term or terms of the Contract shall be held to be invalid, illegal or unenforceable, such term or terms shall be deemed not to form part of the Contract without prejudice to the enforceability of the remaining terms of the Contract, provided always that if any such deletion substantially affects or alters the commercial basis of the Contract, we shall negotiate in good faith to amend and modify them as may be necessary or desirable in the circumstances.

9.2. This Contract shall form the entire agreement between the parties in relation to the subject matter and shall replace and supersede any previous agreement between the parties relating to the same subject matter.

9.3. Any formal written notice to be given hereunder may be delivered in person or by letter to the address set out in the Letter of Engagement, or such other address as notified to the other party in writing from time-to-time. All such notices shall be deemed to have been received at the times when in the ordinary course they would have been received.

9.4. Neither party will be liable to the other for any delay or total or partial failure to fulfil its duties and obligations under this Contract to the extent that any delay or failure arises from causes beyond their reasonable control. If such reasons continue to prevent performance of either party's duties or obligations for a period of more than 60 days the parties shall consult together for the purpose of agreeing what action should be taken.

9.5. In connection with this Contract, each party is an independent contractor and as such will not have any authority to bind or commit the other.

9.6. Neither this Contract nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Contract shall be effective unless it is in writing and signed by both parties.

9.7. The delay or failure by either party to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any



single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

- 9.8. The terms of this Contract may be varied on written notice to you of not less than 30 days.
- 9.9. Any dispute arising out of or in connection with this Contract, including in relation to its formation, shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.

Upsource



Schedule 2

Data Protection Schedule

This Data Protection Schedule ("Schedule") forms part of the Contract to which it is an attachment. Any defined terms used in this Schedule which are not otherwise defined herein shall have the meaning set out in the Contract.

1. **Definitions**
In this Schedule, the terms "Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", "Process/Processing", and "Sub-Processor" have the same meaning as described in GDPR.
2. **Description of Personal Data Processing**
In Annex 1 to this Schedule, we have set out our understanding of the Personal Data to be Processed by Upsource in connection with the Services as a Processor pursuant to this Schedule ("Client Personal Data").
3. **Processing**
 - 3.1 In the course of performing our mutual obligations pursuant to the Contract, both parties shall duly observe their respective obligations under GDPR.
 - 3.2 We agree that Upsource Processes Client Personal Data for you as a Processor. In respect of our Processing of Client Personal Data, Upsource shall:
 - 3.2.1 Process the Client Personal Data solely on your documented instructions, for the purposes of providing the Services and as otherwise necessary to perform our obligations under the Contract, unless required by European Union or Member State law to which Upsource is subject, in which case Upsource shall inform you of that legal requirement before such Processing, unless that law prohibits such information on important grounds of public interest;
 - 3.2.2 Process only the types of Client Personal Data, relating to the categories of Data Subjects, and in the manner required to deliver the Services, as is set out in the Annex 1, or as otherwise agreed in writing between us;
 - 3.2.3 take all measures reasonably appropriate in accordance with Article 32 of the GDPR to ensure the security of the Personal Data;
 - 3.2.4 ensure that any Upsource staff who may have access to the Client Personal Data commit themselves to contractual or statutory obligations of confidentiality, and Upsource shall take reasonable steps to ensure the reliability of such staff;
 - 3.2.5 be expressly and specifically authorized to use Sub-Processors in the provision of the Services where reasonably required in order to undertake the Services provided that Upsource ensures that such Sub-Processors have entered into written contracts with Upsource governing their Processing of Personal Data on terms no less onerous than the terms set out herein;
 - 3.2.6 promptly notify you of any communication from a Data Subject regarding the Processing of their Personal Data which is comprised in the Client Personal Data, or any other communication (including from a supervisory authority) relating to either party's obligations under GDPR in respect of the Client Personal Data;

- 3.2.7 notify you without undue delay of any Personal Data Breach, such notice to include all information reasonably required by you to comply with your obligations under GDPR;
- 3.2.8 make available to you on request all information reasonably necessary to demonstrate compliance with this Schedule, and permit you, on reasonable prior notice, to inspect and audit the facilities used by Upsource to Process the Client Personal Data, and any and all records maintained by Upsource relating to that Processing, subject to Upsource withholding access to any records containing confidential information pertaining to other clients of Upsource;
- 3.2.9 provide commercially reasonable assistance requested by you in relation to (i) any communication received under clause 3.2.8, as well as any similar communication received by you directly; (ii) any Personal Data Breach, including by taking any appropriate technical and organisational measures reasonably directed by you; and (iii) any data protection impact assessment which you are required to perform under Article 35 of GDPR in respect of Processing undertaken by Upsource, taking into account the nature of the Processing and the Client Personal Data available to Upsource;
- 3.2.10 except to the extent required by this clause 3.2.10, cease Processing the Client Personal Data upon the termination or expiry of the Contract and:
- 3.2.10.1 subject to clauses 3.2.10.2, 3.2.10.3, and the terms of the Contract, delete the Client Personal Data;
 - 3.2.10.2 when instructed by you within 30 days of the termination or expiry of the Contract, return the Client Personal Data to you;
 - 3.2.10.3 where required or permitted by European Union or Member State law to which Upsource is subject, retain Client Personal Data to the extent and for the duration reasonably required or permitted by that law.
- 3.3 You shall ensure that, wherever you disclose Client Personal Data to Upsource, you are authorised to do so in accordance with GDPR for the purposes of Upsource Processing that Personal Data to provide the Services.
- 3.4 Upsource may disclose the Client Personal Data outside of the European Economic Area without further notice to you but Upsource shall ensure that any such transfer of Client Personal Data is transferred in accordance with applicable data protection laws.
4. Precedence
The provisions of this Schedule are supplemental to the provisions of the Contract. In the event of inconsistencies between the provisions of this Schedule and the provisions of the Contract, the provisions of this Schedule shall prevail.
5. Severance



Should any provision of this Schedule be invalid or unenforceable, then the remainder of this Schedule shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible; or (ii) if this is not possible, construed in a manner as if the invalid or unenforceable part had never been contained therein.

Upsource

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Annex 1: Description of Personal Data Processing

This Annex includes certain details of the Processing of the Personal Data as required by Article 28(3) GDPR.

1. Subject matter and duration of the Processing of the Personal Data

The subject matter and duration of the Processing of the Personal Data are set out in the Contract and this Schedule.

2. The nature and purpose of the Processing of the Personal Data

Upsource is engaged to provide the Services to you which involve the Processing of Personal Data. The scope of the Services are set out in the Contract, and the Client Personal Data will be Processed by Upsource to deliver those Services and to comply with the terms of the Contract and this Schedule.

3. The types of the Personal Data to be Processed

Your customer, employee and other contact information which may be collected in the course of delivering virtual assistant services to you, including name, title, gender, personal contact details (address, telephone number, email address), work address, work email, work telephone numbers, job title, login information and other types of Personal Data supplied by you to Upsource pursuant to the Contract.

4. The categories of Data Subject to whom the Personal Data relates

The categories of Data Subjects are determined by the nature of the Services, the details of which are covered in the Contract.

5. Your obligations and rights

Your obligations and rights are set out in the Contract and this Schedule and also in Upsource's Privacy Policy.