IHOR CHYSHKALA · TEMPLATE

Master Services Agreement

Fractional CTO and technology advisory services

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Schedule 2 (rates) is redacted in this published copy. Every other clause is identical to the version a client signs. This is a commercial template, not legal advice, and reading it does not create a contract. Work is commissioned only by a signed statement of work under a signed master agreement.

Master Services Agreement

THIS MASTER SERVICES AGREEMENT is made on [EFFECTIVE DATE] (the "Effective Date")

BETWEEN:

(1) IHOR CHYSHKALA, a sole trader carrying on business in England and Wales, of 13 Charlton Avenue, Eccles, Greater Manchester, M30 0JQ, United Kingdom, email ihor@chyshkala.com ("Ihor", "he" or "his"); and

(2) [CLIENT LEGAL NAME], a company incorporated in [CLIENT JURISDICTION] with company number [CLIENT COMPANY NUMBER], whose registered office is at [CLIENT REGISTERED ADDRESS], email [CLIENT EMAIL] (the "Client").

Each of Ihor and the Client is a "Party" and together they are the "Parties".

BACKGROUND

(A) Ihor provides Fractional CTO and technology advisory services to companies on a part-time, non-exclusive basis.

(B) The Client wishes to engage Ihor to act as its Fractional CTO and to advise on technology strategy, architecture, Vendor selection and delivery oversight, and Ihor is willing to provide those services on the terms of this Agreement.

(C) This Agreement sets out the framework terms that apply to every engagement between the Parties. The specific scope, Deliverables, Fees and timetable for each piece of work are set out in a Statement of Work.

(D) The Parties intend that Ihor acts as an independent adviser. The Client retains responsibility for its business decisions, including the decision to appoint any Vendor.

IT IS AGREED AS FOLLOWS:

1. Definitions and interpretation

1.1 In this Agreement:

"Agreement" means this Master Services Agreement, including its Schedules, as varied from time to time in accordance with clause 23.2.

"Affiliate" means, in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party, where "control" means the ownership of more than 50% of the voting rights or the ability to direct the management of that entity.

"Background IP" means all intellectual property rights owned or developed by a Party before the Effective Date, or developed independently of the Services, including Ihor's methodologies, frameworks, assessment models, scorecards, templates, checklists, training materials and generic tools.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England and Wales.

"Change" has the meaning given in clause 8.1.

"Client Materials" means all information, data, documents, systems, access credentials, content, software, hardware, specifications and other materials supplied by or on behalf of the Client for use in connection with the Services.

"Confidential Information" has the meaning given in clause 10.1.

"Core Hours" means 10:00 to 16:00 UK time on a Business Day, unless a SOW states otherwise.

"Data Protection Laws" means the UK GDPR, the Data Protection Act 2018, and any other data protection or privacy laws applicable to the Processing concerned, in each case as amended or replaced from time to time.

"Deliverables" means the documents, reports, plans, models, analyses and other work product that a SOW identifies as a deliverable to be provided to the Client.

"Fees" means the fees payable for the Services, as set out in the relevant SOW or in Schedule 2.

"Foreground IP" means all intellectual property rights created by Ihor in the course of performing the Services that are embodied in the Deliverables, excluding Background IP and Third Party Materials.

"Local Travel Zone" means Greater Manchester and Merseyside (including Liverpool, Wirral, St Helens and Knowsley), together with any location within 60 miles of Manchester city centre by road.

"Personal Data", **"Controller"**, **"Processor"**, **"Data Subject"** and **"Processing"** have the meanings given in Data Protection Laws.

"Services" means the services described in clause 3 and Schedule 1, as further specified in a SOW.

"SOW" means a statement of work substantially in the form of Schedule 3, signed by both Parties, which incorporates this Agreement.

"Term" has the meaning given in clause 16.1.

"Representatives" means, in relation to a Party, its directors, officers, employees, workers, contractors, professional advisers, insurers and financing sources, and in relation to Ihor also includes actual or prospective Vendors, in each case who have a need to know the relevant Confidential Information for the purposes of this Agreement.

"Trade Secret" means information that meets all of the following conditions: (a) it is secret in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among, or readily accessible to, persons within the circles that normally deal with that kind of information; (b) it has commercial value because it is secret; and (c) it has been subject to reasonable steps, by the person lawfully in control of it, to keep it secret. This definition follows regulation 2 of the Trade Secrets (Enforcement, etc.) Regulations 2018.

"Third Party Contract" means any contract between the Client and a Vendor.

"Third Party Materials" means software, data, content, fonts, libraries, APIs and other materials owned by a third party and used in, or supplied as part of, the Services or Deliverables.

"Vendor" means any third-party supplier, agency, systems integrator, software vendor, development studio or individual contractor that provides, or may provide, goods or services to the Client in connection with its technology projects.

"Service Provider" means a provider of the services listed in Annex 1 to Schedule 4, acting as Ihor's sub-processor. A Service Provider is not a Vendor, and a Vendor is not a Service Provider, for the purposes of this Agreement.

1.2 In this Agreement, unless the context requires otherwise:

a. headings are for convenience only and do not affect interpretation;

b. “including” means “including without limitation”;

c. the singular includes the plural and vice versa, and references to a person include a body corporate, unincorporated body, partnership, firm, trust or government body;

d. references to a statute or statutory provision include that provision as amended, re-enacted or replaced, and any subordinate legislation made under it;

e. “writing” includes email and other electronic communication capable of being stored and reproduced;

f. references to “clauses” are to clauses of this Agreement, and references to “Schedules” are to its Schedules; and

g. references to “days” mean calendar days unless the context refers to Business Days.

2. Structure of the engagement

2.1 This Agreement sets out the master terms that apply to all Services provided by Ihor to the Client. No Services are commissioned until a SOW has been signed by both Parties.

2.2 Each SOW forms a separate contract between the Parties, incorporating the terms of this Agreement. A SOW may be signed in counterparts and by electronic signature.

2.3 If there is a conflict between documents, the following order of precedence applies:

a. the SOW, but only in respect of the Services covered by that SOW and only to the extent that the SOW expressly states that it overrides a specified clause of this Agreement;

b. the body of this Agreement; and

c. the Schedules.

2.4 Neither Party is obliged to commission or to provide any minimum volume of Services. Either Party may propose a SOW, and either Party may decline to sign it for any reason.

2.5 The engagement is non-exclusive. Ihor may provide services to other clients, including clients operating in the same market as the Client, subject to clause 10 and clause 12.8. The Client may engage other advisers and Vendors.

2.6 This Agreement does not create any obligation on Ihor to provide services outside the scope of a signed SOW, and does not create any obligation on the Client to pay for services that have not been commissioned in a SOW or approved in writing under clause 8.

3. The Services

3.1 Ihor shall provide the Services described in each SOW with reasonable skill and care, in accordance with good industry practice, and in compliance with applicable law.

3.2 The Services are advisory, strategic and managerial in nature. Ihor’s role is to provide expert judgement, challenge, structure and oversight. The standard of care is that of a competent and experienced Fractional CTO providing comparable services in comparable circumstances. It is not a guarantee of any particular business, technical, commercial or procurement outcome.

3.3 Ihor shall comply with the Client's reasonable written policies that are notified to him and that apply to contractors, including information security, acceptable use, confidentiality, site access, health and safety and code of conduct policies, to the extent those policies are consistent with this Agreement and do not conflict with Ihor's professional obligations.

3.4 Subject to the SOW and clause 7, Ihor determines the manner, means and location of performance of the Services, and the allocation of his time among the Client and his other commitments.

3.5 The Services are personal to Ihor, who is the named consultant. Ihor may propose a suitably qualified substitute to perform all or part of the Services, subject to the Client's prior written consent, which shall not be unreasonably withheld or delayed. Ihor shall bear the cost of any substitute, shall ensure that the substitute is bound by clause 10 and clause 11, and remains responsible for the performance of the Services. The Client may withhold consent where continuity, security, clearance, conflict of interest, or the personal nature of the role reasonably requires Ihor to perform the Services himself. Clause 19 applies to any subcontracting that is not a substitution under this clause.

3.6 Ihor shall keep reasonable records of time spent and of the work performed, and shall provide a written activity report with each invoice or at the end of each calendar month, whichever is more frequent.

3.7 Ihor shall exercise independent professional judgement. If the Client instructs him to act in a way that he reasonably considers to be unlawful, unsafe, in breach of this Agreement, or inconsistent with good industry practice, he may decline to do so, and shall explain his reasons in writing. Declining such an instruction is not a breach of this Agreement.

3.8 Ihor does not provide legal, tax, accounting, regulated financial or investment advice. Where the Services touch on those areas, Ihor may identify issues and recommend that the Client obtains specialist advice, but the Client remains responsible for obtaining it.

4. Client responsibilities

4.1 The Client shall:

a. provide Ihor with timely access to the information, systems, people, facilities and documentation reasonably required to perform the Services;

b. nominate a single point of contact with authority to give instructions, provide approvals and resolve dependencies;

c. make decisions and provide approvals within three Business Days of a written request, or within any shorter period agreed in the SOW;

d. ensure that Client Materials are accurate, complete and provided lawfully, and that the Client has all rights and consents needed for Ihor to use them for the Services;

e. obtain and maintain any consent, notice or consultation required for shadowing, observation, monitoring or recording of its personnel and systems, and for disclosure of its Confidential Information to Vendors;

f. comply with its own obligations under Third Party Contracts, and manage its Vendors; and

g. ensure that its instructions are lawful.

4.2 The Client acknowledges that Ihor's ability to perform the Services depends on the Client's cooperation. If the Client fails to meet its obligations under clause 4.1, then:

a. Ihor is not liable for any resulting delay or failure to meet a timetable;

b. agreed dates are extended by at least the period of the delay; and

c. Ihor may charge for time lost as a result of a cancelled or postponed commitment at the rates in Schedule 2, where the cancellation or postponement is made with less than two Business Days' notice.

4.3 The Client is responsible for all decisions it takes, including:

a. the decision to appoint, retain, replace or terminate any Vendor;

b. the decision to accept or reject any proposal, architecture, estimate or recommendation;

c. the terms of any Third Party Contract; and

d. any departure from Ihor's written recommendation.

4.4 Where the Client departs from a written recommendation, Ihor shall record the departure and the Client's reasons in the decision log, and the Client bears the risk associated with that decision.

5. Status of Ihor

5.1 Ihor is engaged as an independent contractor. Nothing in this Agreement creates a relationship of employment, worker, partnership, joint venture, agency or fiduciary nature between the Parties.

5.2 Ihor is responsible for his own income tax, National Insurance contributions, pension arrangements, professional indemnity and other insurance, equipment, software and other business expenses, except for expenses that the Client has agreed to reimburse under clause 6.5.

5.3 Ihor is not entitled to any employee benefit, holiday pay, sick pay, pension contribution, bonus, share option or other benefit that the Client provides to its employees.

5.4 Ihor has no authority to bind the Client, to sign any document on the Client's behalf, to make any commitment, or to hold himself out as having authority to do so, except to the extent that a SOW, or a written delegated authority schedule signed by the Client, expressly grants that authority within stated limits.

5.5 The Parties intend that Ihor is self-employed for tax purposes. Each Party shall, on request, provide the other with information reasonably required to determine employment status or to comply with tax, off-payroll working or reporting obligations. If a tax authority or a client determination concludes that any engagement is subject to employment taxes, the Parties shall discuss the position in good faith, and the Client may deduct or withhold any amount that it is required by law to deduct or withhold, provided it accounts for that amount to the relevant authority and gives Ihor a written statement of the amount withheld. Ihor is not subject to the Client's disciplinary or grievance procedures, and is not required to accept any SOW.

6. Fees, expenses and payment

6.1 The Fees for the Services are set out in the relevant SOW or, where a SOW does not specify them, in Schedule 2.

6.2 Time is charged as follows, unless a SOW states otherwise:

a. a full day is eight hours of work;

b. a half day is four hours of work;

c. time is recorded in increments of 30 minutes;

d. the committed monthly time is as stated in the relevant SOW, or, if the SOW does not state it, the time actually worked; and

e. time in excess of the committed monthly time is chargeable at the rates in Schedule 2, provided that Ihor has notified the Client in writing before the excess is incurred, except in an emergency covered by clause 7.2.

6.3 Unless a SOW states otherwise, Ihor invoices monthly in arrears. Each invoice is payable within 14 days of the invoice date, in GBP, by bank transfer to the account stated on the invoice.

6.4 All Fees are exclusive of VAT. Ihor is not currently VAT-registered; if he becomes VAT-registered, VAT will be added to invoices at the applicable rate and the Client shall pay it, subject to receiving a valid VAT invoice.

6.5 Where Ihor performs Services on-site at the Client's premises or another agreed location, the on-site day rate in Schedule 2 applies.

a. Within the Local Travel Zone, the on-site day rate includes Ihor's travel time to and from the location, and no travel supplement is charged.

b. Outside the Local Travel Zone, Ihor may charge a travel supplement of 50% of the hourly rate for each hour of travel, capped at one day per return journey, provided that the supplement has been agreed with the Client in advance in writing (email is sufficient). Where a SOW requires travel outside the United Kingdom, the Parties shall agree in advance how travel days are treated.

c. Travel, accommodation and subsistence expenses (for example, rail fares, mileage, parking, or hotel accommodation where an overnight stay is required or a visit extends over more than one day) are reimbursed at cost against receipts, provided that they have been agreed with the Client in advance in writing (email is sufficient).

6.6 If the Client fails to pay an undisputed invoice by its due date, then, without limiting any other right or remedy:

a. statutory interest and compensation may be claimed under the Late Payment of Commercial Debts (Interest) Act 1998;

b. Ihor may suspend performance of the Services, and may suspend delivery of Deliverables, if any undisputed amount remains unpaid 10 Business Days after written notice; and

c. Ihor may require payment in advance, or a shorter payment term, for future work.

6.7 The Client may withhold payment of an amount that it disputes in good faith, provided that it:

a. pays the undisputed part of the invoice by the due date;

b. notifies Ihor in writing of the disputed amount and the reasons for the dispute within 10 Business Days of receiving the invoice; and

c. cooperates in resolving the dispute promptly.

6.8 The Client may not set off any amount against an undisputed invoice except with Ihor's written agreement or under a court order.

6.9 Ihor may review the rates in Schedule 2 once in every 12 months by giving 30 days' written notice. A rate review does not affect the price of a fixed-price SOW that has already been signed, or work already performed.

6.10 Each Party bears its own taxes on its own income. If the Client is required by law to withhold tax from a payment, it shall pay the net amount to Ihor, account for the withheld amount to the relevant authority within the statutory period, and provide Ihor with a certificate or other evidence of the payment. The Parties shall cooperate in good faith to reduce any withholding under an applicable double taxation treaty.

7. Time, availability and working arrangements

7.1 Ihor shall make himself available for the Client for the committed time set out in the SOW, normally during Core Hours on Business Days. He shall attend agreed meetings, reviews and on-site days, and shall give reasonable notice of planned absence.

7.2 Response times. Ihor shall use reasonable endeavours to respond within the following times:

Priority	Description	Target response
Critical	Production outage, security incident, live Vendor failure	Within 2 business hours during Core Hours
High	Blocking technical decision, Vendor deadline at risk	Within 1 Business Day
Normal	Questions, reviews, documentation, planning	Within 2 Business Days

7.3 The Parties acknowledge that the Client's stakeholders may be in different time zones. Meetings outside Core Hours, and travel to other time zones, may be agreed in writing and, where they materially increase Ihor's time commitment, are chargeable at the rates in Schedule 2.

7.4 The Services are provided remotely unless a SOW states otherwise. On-site days are agreed in advance, and the Client shall provide reasonable workspace, access and connectivity for those days.

7.5 Ihor shall not be required to use any particular device, software or working method, except where necessary for security, compatibility or legal compliance, or where the Client's written policies require it.

8. Changes

8.1 Either Party may request a change to a SOW (a "Change") by describing it in writing to the other.

8.2 Within five Business Days of receiving a Change request, Ihor shall provide a written assessment of the Change, including its effect on scope, Deliverables, Fees, timetable, and any assumptions or dependencies.

8.3 No Change takes effect until it has been approved in writing by both Parties (email approval from an authorised representative is sufficient). Ihor is not obliged to perform work outside the agreed scope before a Change is approved.

8.4 Work performed at the Client's written request before a Change is formally approved is chargeable at the rates in Schedule 2, and the Client shall not unreasonably withhold approval of the corresponding Change.

8.5 Where the Client suspends a SOW by written notice, Ihor shall stop work on the suspended activities. Resuming the work may require re-planning and a re-start fee where the suspension lasts more than 10 Business Days, as stated in the SOW.

9. Intellectual property

9.1 Client Materials. The Client retains all rights in the Client Materials. The Client grants Ihor a non-exclusive, royalty-free licence to use, copy and adapt the Client Materials to the extent necessary to perform the Services.

9.2 Deliverables. Ihor assigns to the Client all right, title and interest in the Foreground IP, with full title guarantee, on receipt of full payment for the relevant Deliverable. Until payment is received, the Client has a non-exclusive, non-transferable licence to use the Deliverables for internal evaluation only.

9.3 Background IP. Ihor retains all rights in his Background IP. To the extent that Background IP is embedded in a Deliverable and is necessary for the Client to use that Deliverable for its intended purpose, Ihor grants the Client a perpetual, irrevocable, worldwide, royalty-free, non-exclusive licence to use that Background IP as part of the Deliverable, and to authorise its Affiliates and contractors to do the same. This licence does not permit the Client to use Ihor's Background IP separately from the Deliverables, to resell it, or to provide it to third parties as a stand-alone product or service.

9.4 Methodology and tools. Ihor's methodologies, frameworks, assessment models, scorecards, templates, checklists and training materials remain his property. The Client may use them internally, and may adapt them for its own internal purposes, but may not sell, license or publish them without Ihor's written consent.

9.5 Third Party Materials. Third Party Materials are provided subject to their own licence terms. Ihor shall identify any material Third Party Materials and their licence terms in the relevant Deliverable or SOW. The Client is responsible for obtaining and paying for any licence it requires, unless the SOW says otherwise.

9.6 Moral rights. Ihor waives, to the extent permitted by law, all moral rights in the Deliverables, and gives any consent required for the Client to modify, adapt and combine the Deliverables. Where moral rights cannot be waived, Ihor consents to the Client's use of the Deliverables in the manner contemplated by this Agreement.

9.7 No implied licences. Nothing in this Agreement grants the Client any rights in Ihor's Background IP beyond those expressly stated, and nothing grants Ihor any rights in the Client Materials beyond the licence in clause 9.1.

9.8 Publicity about the work. Ihor may describe the engagement in anonymised terms, and may identify the Client and use its name and logo, in each case only in accordance with clause 21.

9.9 Open source. Ihor shall not incorporate open-source software into a Deliverable in a way that requires the Client to disclose or license its own proprietary code, without the Client's prior written consent.

10. Confidentiality

10.1 "Confidential Information" means any information, in any form, that is disclosed by or on behalf of one Party to the other in connection with this Agreement and that is confidential in nature or would reasonably be understood to be confidential, including business plans, financial information, pricing, Vendor proposals and evaluations, technical architectures, source code, security assessments, requirements, personnel information and Personal Data. It includes the terms of this Agreement.

10.2 Each Party shall:

a. use the other's Confidential Information only for the purposes of this Agreement;

b. not disclose it to any person except to its Representatives who need to know it, who are bound by confidentiality obligations at least as protective as this clause, and to Vendors in accordance with clause 10.4;

c. protect it with at least reasonable care, and no less care than it uses for its own confidential information of similar importance; and

d. not copy it except as reasonably necessary for the purposes of this Agreement; and

e. not reverse engineer, decompile or disassemble any software or materials supplied under this Agreement, except to the extent permitted by law or expressly agreed in writing.

10.3 These obligations do not apply to information that is or becomes public through no breach of this Agreement, was lawfully known to the recipient before disclosure, is lawfully received from a third party without a duty of confidence, or is independently developed without use of the discloser's Confidential Information.

10.4 Vendor disclosures. Ihor may disclose the Client's Confidential Information to actual or prospective Vendors only to the extent reasonably necessary to obtain proposals or assess capability, and only where the Vendor has signed a confidentiality agreement on terms at least as protective as this clause 10, in a form approved by the Client or in the Client's own form. Ihor shall maintain a Vendor Register (clause 12.5) recording each Vendor that has received Client Confidential Information.

10.5 Compelled disclosure. A Party may disclose Confidential Information where required by law, court order or a regulator, provided that, where lawfully able, it gives prompt notice to the other Party, cooperates in seeking protective measures, and discloses only the portion required.

10.6 These obligations continue during the Term and for three years after it ends, except for (a) a Trade Secret, which remains protected for as long as it remains a Trade Secret within the meaning of clause 1.1, and (b) Personal Data, which remains protected for as long as it is held. A Party that wishes to rely on the Trade Secret exception shall identify the information as a Trade Secret in writing, either when it is disclosed or within 10 Business Days after the other Party asks it to identify the information; information that is not so identified is treated as Confidential Information subject to the three-year period. Identification does not make information a Trade Secret if it does not meet the definition.

10.7 On termination, or on written request, each Party shall return or destroy the other's Confidential Information within 10 Business Days, except for copies retained in routine backups or as required by law, which remain subject to this clause.

10.8 This clause 10 applies in addition to any non-disclosure agreement between the Parties. Where the two conflict, the provision that gives greater protection to the discloser prevails.

10.9 A Party that becomes aware of an actual or suspected unauthorised access to, or disclosure of, the other's Confidential Information shall notify the other without undue delay, and in any event within 48 hours, and shall cooperate in mitigating the incident.

10.10 Residual knowledge. Nothing in this clause 10 prevents a Party from using general knowledge, skills, experience and ideas retained in the unaided memory of individuals who had access to the other Party's Confidential Information, provided that this does not (a) involve the use or disclosure of Personal Data, (b) amount to a disclosure of Confidential Information to a third party, or (c) infringe any intellectual property right of the other Party. This clause does not grant any licence and does not apply to a Trade Secret.

11. Data protection

11.1 Each Party shall comply with Data Protection Laws in connection with this Agreement.

11.2 Where Ihor Processes Personal Data on behalf of the Client in the course of providing the Services, he acts as a Processor and the Client acts as a Controller. The Data Processing Terms in Schedule 4 apply to that Processing.

11.3 Where Ihor Processes Personal Data as an independent Controller (for example, his own contact records, invoicing records or business development records), he does so in accordance with Data Protection Laws and his own privacy notice.

11.4 Ihor shall not transfer Personal Data outside the United Kingdom or the European Economic Area except (a) to a sub-processor authorised under Schedule 4, using the transfer mechanism identified for that sub-processor in Annex 1 to Schedule 4, or (b) with the Client's prior written approval and an appropriate safeguard under Data Protection Laws.

11.5 Ihor shall notify the Client without undue delay, and in any event within 24 hours, after becoming aware of a Personal Data Breach affecting Personal Data Processed on the Client's behalf, and shall provide the information the Client reasonably needs to meet its own notification obligations.

11.6 The Client shall ensure that it has a lawful basis for sharing Personal Data with Ihor, and shall not provide special category data or criminal offence data unless the Parties have agreed in writing how it will be protected.

11.7 Where the Services involve reviewing Vendor proposals that contain Personal Data (for example, CVs, references or contact details), Ihor shall Process that data only for the purpose of the evaluation, and shall handle it in accordance with Schedule 4.

11.8 Storage in the United Kingdom. Ihor shall store the Client's Confidential Information and Personal Data only in the United Kingdom, except for (a) email correspondence, which is processed and stored by the email provider identified in Annex 1 to Schedule 4, and (b) the services listed in Annex 1 to Schedule 4, which may process and store that information in the locations and for the periods stated in that Annex, subject to clause 11.11. Final deliverables and project records are delivered into the Client's tenant or the Client's repository. While the work is in progress, working material, including source code, may be held only in the services listed in Annex 1 to Schedule 4, which include Ihor's self-hosted code repository and the hosting he operates for staging and production environments. Client files received by email shall be moved into the Client's tenant within five Business Days and deleted from the mailbox. Where the Client provides a Microsoft 365 or other tenant, Ihor shall keep documents in that tenant. Ihor shall not store Client material in personal cloud services, including iCloud, personal Google Drive, Dropbox and personal OneDrive accounts. If a local copy is necessary for a specific task, he shall keep it on an encrypted device,

delete it within five Business Days, and not sync it to any personal cloud. A working copy of the Client's source code may be kept on an encrypted device for the duration of the relevant SOW, and shall be deleted when that SOW ends.

11.9 Access from the United Kingdom. Ihor shall access the Client's Confidential Information and Personal Data only from the United Kingdom. He shall not access it from outside the United Kingdom without the Client's prior written agreement. Where the Client expressly agrees to access from another country, the Parties shall record the arrangement in the SOW.

11.10 AI tools. Ihor shall not submit the Client's Personal Data or Confidential Information to any AI tool unless (a) it is provided on business or enterprise terms that exclude the use of inputs for training, and (b) retention is disabled or set to the minimum the provider offers. The tools he may use are listed in Annex 1 to Schedule 4. AI output is a draft: no deliverable is issued to the Client without Ihor's review.

11.11 Cloud services and permitted processing locations. Ihor may use the services listed in Annex 1 to Schedule 4, which may store or process the Client's Confidential Information and Client Personal Data in the United Kingdom, the European Economic Area, the United States, or such other jurisdictions as are identified for that service in Annex 1 or in the provider's published sub-processor list under its data processing agreement, provided that in each case:

a. the service is provided to Ihor on business, API or enterprise terms under a data processing agreement that (i) requires the provider to keep the information confidential and to implement appropriate technical and organisational measures, including encryption in transit and at rest, and (ii) prohibits the provider from using the information to train or improve its foundation models; and the service is not a consumer, personal, free, trial or unpaid tier;

b. where Client Personal Data is transferred to the United States or another third country, the transfer is covered by the UK Extension to the EU-US Data Privacy Framework where the provider is certified for the relevant processing, by an applicable UK adequacy regulation, or otherwise by the UK International Data Transfer Agreement or the UK Addendum to the EU Standard Contractual Clauses, supported by a transfer risk assessment proportionate to the transfer;

c. Ihor submits only the minimum information necessary for the task, prefers extracts, pseudonymised data or samples over complete records where practicable, and does not submit special category data or criminal offence data to any such service;

d. the provider's retention setting is set to the minimum available on the tier Ihor uses, automatic deletion is enabled where configurable, and where the provider offers zero data retention for the endpoint concerned at no additional cost, Ihor enables it;

e. where the service provides a user-accessible workspace or storage, Ihor retrieves any output he needs and deletes the source material from that workspace within 10 Business Days of completing the task, and in any event before the end of the relevant SOW;

f. deletion under paragraph (e) concerns the active workspace; Ihor is not required to purge copies held in the provider's backups, or in transient security or abuse-monitoring logs that the provider operates on a fixed retention cycle and that Ihor cannot access or delete; and

g. Ihor confirms compliance with paragraph (e) to the Client in writing on request.

Approval of a service in Annex 1 includes approval of that provider's published sub-processor list under its data processing agreement, as updated from time to time, and of the locations recorded for that service in Annex 1. (h) where the service routes requests to third-party model providers, Ihor shall route the Client's information only to providers that meet the requirements of this clause, shall enable zero data retention, and shall use the regional endpoint stated for that service in Annex 1.

This clause does not authorise disclosure to a Vendor in a procurement exercise, which remains subject to clause 10.4.

11.12 Acknowledgement on residency. The Parties acknowledge that the services listed in Annex 1 to Schedule 4 rely on sub-processors and on infrastructure in the locations stated in that Annex, and that complete UK residency of all processing is not achievable with those services. The obligations in this clause 11 are therefore directed at limiting, minimising and controlling transfers, and at keeping Client material within the services and locations named in that Annex, rather than at eliminating every transfer.

12. Independence, conflicts of interest and procurement integrity

12.1 Ihor acts as an independent professional adviser. He owes the Client a duty of good faith, professional integrity and objectivity in the performance of the Services.

12.2 Disclosure of interests. Before making any recommendation about a Vendor, Ihor shall disclose to the Client in writing any interest that could reasonably be seen to affect his objectivity, including:

a. any commission, referral fee, rebate, finder's fee, success fee, equity, option, revenue share or other benefit offered by, or received from, a Vendor;

b. any current or recent engagement with a Vendor;

c. any personal, family or financial relationship with a Vendor or its personnel; and

d. any interest in a Vendor, or in a competitor of a Vendor.

12.2A Confirmation. Ihor confirms that, as at the Effective Date, he has no current or past connection with any supplier named by the Client in the SOW or in writing before signature, whether as an employee, contractor, director, shareholder, partner or adviser, except as disclosed to the Client in writing. He shall notify the Client promptly if any such connection arises during the Term.

12.3 No undisclosed benefits. Ihor shall not solicit or accept any commission, kickback, payment, gift (other than nominal hospitality), discount, share of margin or other benefit from any Vendor in connection with the Services. If any such benefit is offered or received, Ihor shall disclose it to the Client promptly and, at the Client's election, either pass the benefit to the Client or decline it.

12.4 Recusal. If a conflict of interest arises that cannot be managed by disclosure, Ihor shall recuse himself from the relevant evaluation, recommendation or decision, and the Parties shall agree in writing how the matter will be handled. Where recusal would materially affect the Services, either Party may terminate the affected SOW under clause 16.

12.5 Vendor Register. Ihor shall maintain a register of the Vendors contacted in connection with the Services, the proposals received, and any relationship between Ihor and each Vendor. He shall provide the register to the Client on request, and in any event with each recommendation.

12.6 Decision authority. Unless a SOW, or a written delegated authority schedule signed by the Client, expressly delegates a decision within stated financial and other limits, the Client retains sole authority to:

a. appoint, retain, replace or terminate any Vendor;

b. approve any budget, estimate or commercial proposal; and

c. sign any Third Party Contract.

Ihor's role is to evaluate, shortlist, recommend and support negotiation. Ihor is not a party to any Third Party Contract and gives no warranty as to any Vendor's performance, solvency, pricing, capability, deliverables or fitness for purpose.

12.7 Fair process. Ihor shall conduct Vendor evaluations on the basis of documented, consistent criteria that he has agreed with the Client, and shall keep a written record of scores, weightings and reasons for recommendations.

12.8 Other clients. Ihor may provide services to other clients, including companies that compete with the Client or that act as Vendors. He shall not use the Client's Confidential Information for the benefit of another client, and shall offer the Client the opportunity to object where a proposed engagement creates a conflict, before accepting it.

12.9 Gifts and hospitality. Ihor shall not accept hospitality from a Vendor that is more than nominal in value, and shall record any hospitality accepted in the Vendor Register.

12.10 Consequences of breach. A material breach of this clause 12 is a material breach of this Agreement that cannot be remedied, and entitles the Client to terminate this Agreement and any SOW immediately under clause 16.4.

13. Warranties

13.1 Ihor warrants that:

a. he has full power and authority to enter into and perform this Agreement;

b. the Services will be performed with reasonable skill and care, by a suitably qualified and experienced person, in accordance with good industry practice;

c. he will comply with all applicable laws and regulations in performing the Services;

d. the Deliverables will not, to his knowledge, infringe the intellectual property rights of any third party, except where they incorporate Client Materials or Third Party Materials; and

e. he is not subject to any restriction, agreement or obligation that would prevent him from performing the Services.

13.2 The Client warrants that:

a. it has full power and authority to enter into and perform this Agreement;

b. it has all rights, licences and consents necessary to provide the Client Materials and to permit their use as contemplated by this Agreement;

c. the Client Materials do not infringe the rights of any third party;

d. its instructions are lawful; and

e. it has a lawful basis for any Personal Data it provides to Ihor.

13.3 Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied, are excluded to the fullest extent permitted by law, including any implied warranty of fitness for a particular purpose, satisfactory quality, or that any Vendor will be selected, that any project will succeed, or that any saving, price or outcome will be achieved.

13.4 If the Services are not performed in accordance with clause 13.1(b), the Client shall notify Ihor in writing within 30 days of the performance concerned, giving reasonable details. Ihor shall, at his option, re-perform the deficient Services or refund the Fees paid for them. This is the Client's sole remedy for a breach of clause 13.1(b), except that the Client may exercise its other rights and remedies under this Agreement if Ihor fails to re-perform or to refund within a reasonable time after written notice.

13.5 Nothing in this Agreement excludes or limits liability for fraud or fraudulent misrepresentation, for death or personal injury caused by negligence, or for any other liability that cannot lawfully be excluded or limited.

14. Limitation of liability

14.1 Subject to clause 14.4, the total aggregate liability of each Party to the other under or in connection with this Agreement and all SOWs, whether in contract, tort (including negligence), misrepresentation, restitution, breach of statutory duty or otherwise, shall not exceed the lower of:

a. the total Fees paid or payable by the Client to Ihor under this Agreement in the six months immediately preceding the event giving rise to the claim; and

b. £25,000.

14.1A Notwithstanding clause 14.1, the total aggregate liability of Ihor for breach of clause 10 (confidentiality) or clause 11 (data protection), whether arising under this Agreement or under any non-disclosure agreement between the Parties, shall not exceed the higher of £100,000 and the Fees paid or payable by the Client in the 24 months immediately preceding the event giving rise to the claim. This clause does not limit liability for a deliberate and dishonest breach of clause 12.3, which remains unlimited under clause 14.4(e).

14.2 Subject to clause 14.4, neither Party is liable to the other for:

a. loss of profit, revenue, anticipated savings, business, contracts, opportunity or goodwill;

b. loss or corruption of data, except the reasonable cost of restoring data from backups that the Client maintains;

c. indirect or consequential loss;

d. wasted management time or the cost of substitute services; or

e. any fine, penalty or other sanction imposed on the other Party by a regulator.

14.3 Ihor is not liable:

a. for any decision taken by the Client, including a decision to appoint, retain or terminate a Vendor, or a decision that departs from Ihor's written recommendation;

b. for any act, omission, insolvency, delay or failure of any Vendor, or for the terms of any Third Party Contract;

c. for any loss arising from Client Materials, from information or instructions provided by the Client, or from the Client's failure to meet its obligations under clause 4;

d. for the accuracy of any Vendor representation, proposal, estimate or reference; or

e. for any outcome that depends on factors outside his reasonable control.

14.4 Nothing in this clause 14 limits:

a. liability for death or personal injury caused by negligence;

b. liability for fraud or fraudulent misrepresentation;

c. liability for wilful misconduct;

d. the Client's obligation to pay Fees properly due;

e. liability for a deliberate and dishonest breach of clause 12.3 (no undisclosed benefits), for which that Party's liability is unlimited.

Liability under clause 15.1 (intellectual property indemnity) is subject to the limit in clause 14.1.

14.5 Each Party shall take reasonable steps to mitigate any loss it suffers, and shall not be entitled to recover for any loss that it could reasonably have avoided.

14.6 The Parties agree that the limitations in this clause 14 are reasonable, having regard to the nature of the Services, the Fees, the fact that Ihor is a sole trader, and the insurance arrangements under clause 15.3, and that they form a fundamental basis of this Agreement.

15. Indemnities and insurance

15.1 Ihor shall indemnify the Client against all sums that the Client is ordered to pay, or that are agreed in a settlement approved by Ihor, in respect of a claim that a Deliverable infringes a third party's intellectual property rights, provided that the Client:

a. notifies Ihor promptly in writing;

b. gives Ihor control of the defence and settlement, and does not admit liability; and

c. provides reasonable cooperation and information, at Ihor's cost.

This indemnity does not apply to the extent that the claim arises from Client Materials, Third Party Materials, modifications made by anyone other than Ihor, or use of a Deliverable outside the scope of this Agreement.

15.2 The Client shall indemnify Ihor against all sums that Ihor is ordered to pay, or that are agreed in a settlement approved by the Client, in respect of a third-party claim arising from the Client Materials, the Client's instructions, the Client's Third Party Contracts, or the Client's breach of this Agreement.

15.3 Ihor shall maintain professional indemnity insurance of at least £2,000,000 per claim throughout the Term and for 12 months afterwards.

15.4 Where the relevant SOW includes work at the Client's premises, Ihor shall also maintain public liability insurance of at least £2,000,000 per claim for the duration of that SOW.

15.5 Ihor shall provide evidence of cover on request, and shall notify the Client promptly if any cover required by this clause lapses, is reduced, or ceases to be available on commercially reasonable terms. The Parties shall then discuss the position in good faith.

16. Term and termination

16.1 This Agreement starts on the Effective Date and continues for an initial term of 12 months (the "Initial Term"). After the Initial Term, it continues on a rolling monthly basis until terminated under this clause 16. The Initial Term and any extension together are the "Term".

16.2 After the Initial Term, either Party may terminate this Agreement at any time by giving 30 days' written notice to the other.

16.3 Either Party may terminate this Agreement or any SOW immediately by written notice if the other Party:

a. commits a material breach that is not remedied within 14 days of written notice describing the breach; or

b. becomes insolvent, enters liquidation, administration or receivership, makes a voluntary arrangement with creditors, or ceases to carry on business.

16.4 Either Party may terminate this Agreement and all SOWs immediately by written notice if the other Party commits a material breach of clause 10 (confidentiality), clause 11 (data protection) or clause 12 (procurement integrity), or if continuation would require a Party to act unlawfully.

16.5 The Client may terminate a SOW for convenience by giving 10 Business Days' written notice. Ihor may terminate a SOW for convenience by giving 20 Business Days' written notice.

16.6 On termination of this Agreement or a SOW:

a. the Client shall pay for all Services performed and all approved expenses incurred up to the termination date, including work in progress, whether or not the relevant Deliverable has been completed;

b. Ihor shall deliver to the Client, within 10 Business Days of payment, the work in progress and any completed Deliverables for which payment has been made;

c. each Party shall return or destroy the other's Confidential Information in accordance with clause 10.7; and

d. the Client's rights to use Ihor's Background IP and methodologies continue only as set out in clauses 9.3 and 9.4.

16.7 Handover. On request, Ihor shall provide reasonable transition assistance for up to five days after termination, at the rates in Schedule 2, to help the Client or a successor provider understand the work, the Vendor landscape, the decision log and the open risks. This obligation is subject to payment of outstanding Fees.

16.8 Termination does not affect any right or obligation that accrued before termination, and the following clauses survive: clause 1, clause 6 (in respect of accrued Fees), clause 9, clause 10, clause 11, clause 12.2 to 12.5, clause 14, clause 15, clause 16.6 to 16.8, clause 17, clause 22 and clause 23.

17. Non-solicitation

17.1 During the Term and for 12 months afterwards, neither Party shall knowingly solicit for employment or engagement any individual who was directly involved in the Services and who is an employee, worker or contractor of the other Party, without the other Party's prior written consent.

17.2 This clause does not prohibit:

a. responding to a general public advertisement or recruitment campaign that is not targeted at the other Party's personnel; or

b. hiring a person who approaches the Party on their own initiative without solicitation.

17.3 This clause does not restrict Ihor's ability to provide services to other clients, including Vendors, in any way other than as stated in clause 17.1.

18. Compliance and anti-bribery

18.1 Each Party shall comply with all laws applicable to its performance under this Agreement, including the Bribery Act 2010, applicable sanctions and export control laws, anti-money laundering laws, and (where applicable) the Modern Slavery Act 2015.

18.2 Neither Party shall offer, promise, give, request or accept any bribe, improper payment, or other improper advantage in connection with this Agreement, whether directly or through an intermediary.

18.3 Ihor confirms that he has not been convicted of any offence involving fraud, bribery, corruption or dishonesty, and is not subject to any sanction, debarment or regulatory prohibition that would prevent him from performing the Services.

18.4 Each Party shall promptly notify the other if it becomes aware of any breach, or suspected breach, of this clause 18.

19. Subcontracting

19.1 Ihor may engage subcontractors or assistants to perform part of the Services only with the Client's prior written consent, which shall not be unreasonably withheld or delayed.

19.2 Ihor remains fully responsible for the performance of any subcontractor, and for their compliance with clause 10, clause 11 and clause 12.

19.3 Any subcontractor who will have access to Client Confidential Information or Personal Data must be bound by written obligations at least as protective as those in this Agreement, and must be listed in the Vendor Register or notified to the Client.

19.4 The Client may object to a proposed subcontractor on reasonable grounds, including a conflict of interest, a security concern, or a competing engagement.

20. Force majeure

20.1 Neither Party is liable for any failure or delay in performing its obligations under this Agreement (other than an obligation to pay money) to the extent that the failure or delay is caused by an event beyond its reasonable control, including natural disaster, epidemic, war, civil unrest, terrorism, industrial action, failure of public infrastructure or utilities, or a widespread failure of internet or telecommunications services.

20.2 The affected Party shall notify the other Party within five Business Days of becoming aware of the event, shall use reasonable efforts to mitigate its effect, and shall resume performance as soon as reasonably practicable.

20.3 If a force majeure event continues for more than 30 consecutive days, either Party may terminate the affected SOW by written notice, without liability other than for Fees for Services already performed and approved expenses.

20.4 This clause does not apply to an event that arises from the affected Party's own act, omission or failure to maintain adequate business continuity arrangements.

21. Publicity, references and use of names

21.1 Factual identification. Either Party may identify the other as a client, supplier or adviser, and may use the other's name and logo, solely to state factually that the Parties have worked, or are working, together. That use may appear on a website, in a proposal or credentials document, in a professional biography, in a social media post or in a conference profile, provided that it:

a. is accurate and not misleading;

b. does not suggest an endorsement, partnership, sponsorship or certification, or a level of involvement beyond the facts;

c. complies with any reasonable written brand or trade mark guidelines notified by the owner of the name or logo; and

d. does not disclose Confidential Information, commercial terms or Personal Data.

21.2 Withdrawal. Either Party may withdraw the permission in clause 21.1 at any time by written notice, without giving reasons. The other Party shall stop using the name and logo, and remove them from the materials it controls, within 10 Business Days of the notice. Withdrawal does not require the recall of printed material already in circulation, and does not affect any use required by law or by a professional body.

21.3 References. Ihor may name the Client as a referee, and may provide a reference, only with the Client's prior written consent, and shall ensure that any reference he gives is accurate.

21.4 Case studies and detailed publicity. Neither Party shall publish a case study, testimonial, press release, interview or other detailed public description of the engagement without the other Party's prior written approval, which shall not be unreasonably withheld or delayed. Approval covers the specific text, version and channels submitted, and any material change requires fresh approval.

21.5 Anonymised material. Either Party may publish an anonymised description of the engagement, including the problem, the approach and the outcome, provided that it contains no Confidential Information and no Personal Data, and no information from which the other Party or its personnel could reasonably be identified.

21.6 No other publicity. Except as permitted by this clause 21, neither Party shall publicise the relationship or use the other Party's name, logo or trade marks.

22. Notices

22.1 Notices under this Agreement must be in writing and are deemed received:

a. if delivered by hand, at the time of delivery;

b. if sent by email to the address set out at the start of this Agreement (or to any address notified under this clause), at the time the sender receives an automated delivery confirmation or a written reply, provided that if that time is outside 09:00 to 17:00 UK time on a Business Day, the notice is deemed received at 09:00 on the next Business Day; and

c. if sent by recorded post, two Business Days after posting.

22.2 Notices relating to termination, a breach, an indemnity or a dispute must also be sent by email and, where practicable, by recorded post.

22.3 Each Party shall notify the other promptly of any change to its contact details.

23. General

23.1 Entire agreement. This Agreement, together with the SOWs, constitutes the entire agreement between the Parties in respect of the Services and supersedes all prior proposals, discussions and understandings, whether written or oral, relating to the Services. Nothing in this clause affects clause 10.8 or any non-disclosure agreement between the Parties, which continue in full force. Nothing in this clause limits liability for fraud or fraudulent misrepresentation.

23.2 Variation. No variation of this Agreement is effective unless made in writing and signed by both Parties (electronic signature is sufficient). A SOW may be varied only in accordance with clause 8.

23.3 Assignment. Neither Party may assign, transfer, novate or subcontract its rights or obligations under this Agreement without the other Party's prior written consent, except to a successor to all or substantially all of its business or assets, on written notice to the other Party.

23.4 No partnership or agency. Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship between the Parties. Neither Party may make any representation or incur any obligation on behalf of the other, except as expressly authorised in writing.

23.5 Third party rights. A person who is not a Party has no right to enforce any term of this Agreement, and the Parties exclude the operation of the Contracts (Rights of Third Parties) Act 1999.

23.6 Severability. If any provision of this Agreement is or becomes illegal, invalid or unenforceable, that provision is deemed modified to the minimum extent necessary to make it legal, valid and enforceable. If that is not possible, the provision is severed and the remainder of this Agreement continues in full force.

23.7 Waiver. No failure or delay in exercising any right or remedy operates as a waiver of it, and no single or partial exercise prevents any further exercise. A waiver is effective only if given in writing.

23.8 Counterparts and electronic signature. This Agreement may be signed in counterparts, each of which is an original and all of which together constitute one instrument. Signatures exchanged by email or through a recognised electronic signature platform are valid and binding.

23.9 Governing law and jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes) are governed by the laws of England and Wales. The Parties submit to the exclusive jurisdiction of the courts of England and Wales.

23.10 Language. This Agreement is made in the English language, which is the controlling language of the Agreement.

23.11 Survival. Any provision of this Agreement that, by its nature, is intended to survive termination or expiry shall do so.

24. Signatures

The Parties have signed this Agreement as of the Effective Date.

IHOR CHYSHKALA	[CLIENT LEGAL NAME]
Signature:	Signature:
Name: Ihor Chyshkala	Name: [CLIENT SIGNATORY NAME]
Title: Sole trader	Title: [CLIENT SIGNATORY TITLE]
Date:	Date:
Email: ihor@chyshkala.com	Email: [CLIENT EMAIL]
Address: 13 Charlton Avenue, Eccles, Greater Manchester, M30 0JQ, United Kingdom	Address: [CLIENT REGISTERED ADDRESS]

Schedule 1 — Fractional CTO Services

1. Role. Ihor acts as the Client's Fractional CTO: a part-time, senior technology executive who provides strategy, technical leadership, procurement support and delivery oversight, without being an employee of the Client.

2. Core service areas. The Services may include, as specified in a SOW:

(a) Technology strategy and roadmap. Assessing the current technology estate, business objectives and constraints; producing a technology strategy, target architecture and sequenced roadmap; defining success measures and investment priorities.

(b) Architecture and technical governance. Reviewing or designing system architecture; setting technical standards and coding and security baselines; chairing or participating in architecture review; providing technical decision records and trade-off analysis.

(c) Vendor and procurement advisory. Shaping requirements and evaluation criteria; preparing or reviewing requests for proposal; running market scans and longlists; scoring proposals; conducting technical due diligence, reference checks and proof-of-concept reviews; recommending a shortlist and a preferred Vendor; supporting commercial negotiation as the Client's technical adviser.

(d) Delivery oversight and quality assurance. Reviewing Vendor plans, estimates, staffing and ways of working; monitoring delivery against milestones; attending sprint reviews, demos and steering meetings; identifying and escalating risk; reviewing key deliverables for quality and fitness for purpose.

(e) Team, capability and organisation. Advising on technology organisation design, roles and hiring profiles; mentoring technical leads and managers; supporting interview panels as a technical assessor (with hiring decisions remaining with the Client).

(f) Risk, security and compliance oversight. Identifying technology, security, privacy, resilience and supplier risk; ensuring appropriate controls and remediation plans; supporting incident response and post-incident review.

(g) Board, investor and stakeholder communication. Preparing technology summaries, papers and presentations for the board, investors, lenders or other stakeholders; translating technical risk into commercial terms.

(h) Discovery and requirements. Running structured discovery, stakeholder interviews, shadowing and requirements definition, as specified in a discovery SOW.

3. Ways of working. Unless a SOW states otherwise:

a. a weekly 45-minute steering meeting with the Client's sponsor;

b. a weekly written status update covering progress, decisions needed, risks and time used;

c. a maintained decision log and risk register;

d. documentation stored in the Client's systems, in a format the Client can access and edit;

e. a monthly summary of outcomes, time used and priorities for the next period.

4. Limits of the role. Ihor does not:

a. act as a full-time employee or as a member of the Client's staff;

b. provide legal, tax, accounting, regulated financial or investment advice;

c. accept any appointment as a director, officer or statutory manager of the Client, unless separately agreed in writing and subject to any required regulatory approval;

d. contract with Vendors on the Client's behalf, or become a party to any Third Party Contract;

e. guarantee the performance of any Vendor, the success of any project, or any commercial outcome.

Schedule 2 — Fees and Rate Card

Rates are quoted per statement of work.

This copy of the agreement is published as a template. Schedule 2 sets out the standard rate card, which is not published: rates depend on the shape of the engagement, the notice period and whether the work is remote or on-site.

A client receives the complete Schedule 2 with the engagement papers, before signing, and no rate changes after signing except under clause 6.9.

Schedule 3 — Form of Statement of Work

Each SOW shall be signed by both Parties and shall include at least the following information.

Item	Details
SOW number and date	SOW-[NUMBER], dated [DATE]
Parties	Ihor Chyshkala and [CLIENT LEGAL NAME]
Background and objectives	[What the Client wants to achieve and why]
Scope of services	[Services, workstreams and activities included]
Out of scope	[Explicit exclusions]
Deliverables and acceptance criteria	[Deliverable, format, due date, acceptance criteria]
Plan and milestones	[Phases, dates, stage gates]
Client dependencies	[Access, people, information, decisions, approvals]
Committed time and availability	[Days per month, core hours, on-site days]

Item	Details
Fees and payment schedule	[Fixed fee or time and materials, cap, invoicing points]
Expenses	[Approved categories and limits]
Assumptions	[Basis on which the estimate depends]
Key personnel	[Ihor, plus any approved subcontractor]
Governance	[Steering meeting cadence, reporting, escalation]
Term and termination	[Start date, end date, notice period]
Special terms	[Any SOW-specific terms, including delegated authority]

Order of precedence. A SOW prevails over this Agreement only in respect of the Services it covers, and only to the extent that it expressly states that it overrides a specified clause of this Agreement. Silence overrides nothing.

Schedule 4 — Data Processing Terms

1. Roles. The Client is the Controller and Ihor is the Processor in respect of Personal Data that Ihor Processes on the Client's behalf in the course of the Services.

2. Subject matter and duration. The Processing relates to the Services described in the applicable SOW and continues for the duration of that SOW, plus any period during which Ihor retains the Personal Data in accordance with clause 9 below.

3. Nature and purpose. Reviewing and evaluating Vendor proposals; assessing technical capability; maintaining project records, decision logs and reports; communicating with the Client and Vendors; and producing the Deliverables.

4. Categories of data subjects. The Client's personnel and contractors; Vendor personnel and contractors; candidates and references included in Vendor proposals; and any other individuals whose data is included in Client Materials.

5. Categories of Personal Data. Names, business contact details, job titles, employment and engagement history, professional qualifications, CVs and references, rates and availability, and any other Personal Data included in Client Materials or Vendor proposals.

6. Ihor's obligations. Ihor shall:

a. Process the Personal Data only on the Client's documented instructions, including in respect of transfers, unless required otherwise by law;

b. ensure that persons authorised to Process the Personal Data are bound by appropriate confidentiality obligations;

c. implement appropriate technical and organisational measures, including access control, encryption of devices and storage, secure authentication and regular backups;

d. not engage a sub-processor except as permitted by clause 7 of this Schedule, and impose equivalent obligations on any authorised sub-processor;

e. assist the Client in responding to Data Subject requests and in meeting its obligations regarding security, breach notification, data protection impact assessments and prior consultation, at the Client's cost;

f. notify the Client without undue delay, and in any event within 24 hours, after becoming aware of a Personal Data Breach;

g. at the Client's choice, delete or return the Personal Data at the end of the Services, and delete existing copies unless retention is required by law; and

h. make available to the Client the information reasonably necessary to demonstrate compliance with this Schedule, and allow for one audit per year on reasonable notice, at the Client's cost.

7. Sub-processors and international transfers.

7.1 General authorisation. The Client gives Ihor a general written authorisation to engage the sub-processors listed in Annex 1 to this Schedule for the purposes stated there, and to make the international transfers identified in that Annex.

7.2 Changes. Ihor may add or replace a sub-processor by giving the Client 30 days' written notice together with an updated Annex 1. The Client may object on reasonable data protection grounds within that period. If the Client objects, Ihor shall not use that sub-processor for the Client's Personal Data, and the Parties shall discuss an alternative. An update made in accordance with this clause 7.2 constitutes the Client's written agreement for the purposes of clause 11.11.

7.3 Equivalent obligations. Ihor shall impose data protection obligations on each sub-processor that are equivalent to those in this Schedule, and remains liable to the Client for the acts and omissions of each sub-processor.

7.4 International transfers. Personal Data may be transferred outside the United Kingdom or the European Economic Area only to a sub-processor listed in Annex 1, and only under the transfer mechanism identified for that sub-processor in Annex 1, such as the UK International Data Transfer Agreement, the UK Addendum to the EU Standard Contractual Clauses, the UK extension to the EU-US Data Privacy Framework, or an adequacy regulation.

8. Liability. Ihor's liability under this Schedule is subject to clause 14 of the Agreement.

9. Retention. Ihor may retain Personal Data for the period required by his professional records-retention policy or by law, and shall continue to protect it during that period.

Annex 1 to Schedule 4 — Authorised sub-processors

This Annex is the general authorisation referred to in clause 7.1. It records the services Ihor may use, and the transfer mechanism for each. Some are active from the Effective Date; others are listed so that they can be adopted without a further notice period if the Client asks for UK-region processing. It may be updated only in accordance with clause 7.2. The contracting entity named for each service is the entity that contracts with Ihor under its data processing agreement. Where two group entities are named, the first contracts for customers in the United Kingdom and the EEA, and the second applies only where the provider's own terms name it. Final deliverables are handed over into the Client's own tenant or repository under clause 11.8; the services below hold working material while the work is in progress.

Category	Provider (contracting entity)	Purpose	Location	Transfer mechanism
Email, calendar and meetings	Google Cloud EMEA Limited / Google LLC (Google Workspace)	Email, calendar and meetings; Drive is used for Ihor's own working material only. Client project files are held in the Client's tenant, never here	EU (Ireland), US	UK extension to the EU-US Data Privacy Framework (EU SCCs as fallback)
AI — Google	Google Cloud EMEA Limited / Google LLC (Gemini API, Vertex AI)	Drafting, summarising and review; paid tier only, no training on inputs; retained only for abuse monitoring	EU, US	UK extension to the EU-US Data Privacy Framework (EU SCCs as fallback)
AI — Microsoft	Microsoft Ireland Operations Limited (Azure OpenAI)	Drafting, summarising and review; not active at the Effective Date; UK South region available where UK-only inference is required	United Kingdom, EU	None where processing stays in UK South; otherwise EU SCCs with the UK Addendum
AI — Amazon	Amazon Web Services EMEA SARL (Amazon Bedrock)	Model hosting, including Claude via Bedrock in the London region; not active at the Effective Date	United Kingdom, EU, US	None where processing stays in London; otherwise EU SCCs with the UK Addendum
AI — OpenAI	OpenAI OpCo, LLC	Drafting, summarising and review; no training on inputs; retained only for abuse monitoring	US	EU SCCs with the UK Addendum

Category	Provider (contracting entity)	Purpose	Location	Transfer mechanism
AI — model access	IC Studio Traders Ltd (company no. 15249470, England and Wales; Ihor is a director)	Holds the Anthropic account through which Ihor uses Claude; acts as Ihor's sub-processor under a written Article 28 agreement that passes on the obligations of this Schedule. Its other personnel have no access to Client data	United Kingdom	No transfer outside the UK
AI — Anthropic	Anthropic Ireland, Limited (engaged by IC Studio Traders Ltd)	Drafting, summarising and review; no training on inputs	US	UK adequacy regulation for the EEA (contracting entity in Ireland); EU SCCs with the UK Addendum under Anthropic's DPA where required
AI — OpenRouter	OpenRouter, Inc.	Model routing and inference; zero data retention only, no training on inputs, European endpoint by default; Google models are excluded for Client data	EU (European endpoint), US	Inference through the European endpoint; UK Addendum to the EU SCCs for any processing or access by OpenRouter, Inc. from outside the EEA
Notes and knowledge base	Notion Labs, Inc.	Meeting notes, discovery logs, deliverable drafts	US	EU SCCs with the UK Addendum
Code hosting	GitHub, Inc. (Microsoft)	Repository access for technical review	US	UK extension to the EU-US Data Privacy Framework; EU SCCs with the UK Addendum

Category	Provider (contracting entity)	Purpose	Location	Transfer mechanism
Code hosting and CI (self-hosted)	Contabo GmbH (server operated by Contabo UK Ltd)	Ihor's self-hosted GitLab server: source code repositories, merge requests and CI pipelines for Client projects	United Kingdom (Portsmouth)	No transfer outside the UK
Application hosting	Contabo GmbH (data centre operated by TelemaX Telekommunikation GmbH)	Staging and production environments for Client applications hosted by Ihor, including their databases	Germany (Karlsruhe)	UK adequacy regulation for the EEA; no transfer instrument needed
Invoicing and accounting	Xero (UK) Limited	Invoices, expenses and financial records	UK	No transfer outside the UK