

Consultancy Agreement

1. IT IS AGREED AS FOLLOWS

The Client will engage the Consultant on tasks on an as and when required basis and, where a task is accepted, the Consultant shall provide the Services (as defined in the Schedule) on the terms of this Agreement (“the Engagement”). There is no obligation on the Consultant to accept the work offered by the Client, and the Client is under no obligation to offer work to the Consultant.

Unless agreed otherwise with the Client in advance, the Consultant shall only complete transcription work for the Client from within the UK.

2. WHAT WE EXPECT

During the Engagement, the Consultant shall:

- (a) provide the Services with all due care, skill and ability and use their best endeavours to promote the interests of the Client;
- (b) promptly give to the Client all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the business of the Client.

The Consultant shall not extract, or attempt to extract, any Client content outside of the Client's transcription software (“Portal 2”), or make any recordings or copies thereof. Where an Engagement is for work in Portal 2, the Consultant shall work directly within Portal 2 and shall not circumvent, or attempt to circumvent, Portal 2 in any way, including (without limitation) by typing the transcript into a third-party application and then copying it into Portal 2.

The Consultant shall comply with all reasonable standards of safety and comply with the Client's health and safety procedures, as well as any health and safety procedures in force at the premises where the Services

are provided, and report to the Client any unsafe working conditions or practices.

The Consultant shall comply with the Client's policies which are applicable to self-employed contractors.

The Consultant shall, without undue delay, inform Take Note of any change to personal information, including (without limitation) address, email address and telephone number, or of any similar change in relation to any relevant third party that the Consultant has appointed, or of any change which affects the Consultant's eligibility to work in the UK.

The Consultant may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:

- (a) the Client will not be liable to bear the cost of such functions; and
- (b) in so doing, the Consultant does not commit any breach of this Agreement (including the Annex to Contract for Services - Data Protection); and
- (c) at the Client's request, the third party agrees to enter into direct undertakings with the Client, including with regard to confidentiality and data protection.

The Consultant shall:

- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including (but not limited to) the Bribery Act 2010;
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of this agreement;
- (d) ensure that all persons associated with the Consultant or other persons who are performing services or providing goods in connection with this Agreement comply with this clause.

Breach of this clause will be deemed a material breach of this Agreement.

3. WHAT WE PAY, HOW WE PAY AND WHEN WE PAY IT

The Client shall pay the Consultant fees for Services performed in tasks during each calendar month at the rates set out in the Schedule (“the Fees”). Unless otherwise stated, the Fees will be exclusive of VAT, and any VAT payable in respect of the Fees will be payable in addition thereto.

For Services performed in Portal 2, the Client shall calculate the provisional Fees due to the Consultant for each Engagement and the rate will be available for the Consultant's approval or rejection until their invoice for that month is automatically generated. An invoice will be generated at 00:00 on the fourth day of each month, for Services performed during the previous month, unless otherwise communicated.

For Services performed outside of Portal 2, the Client shall calculate the provisional Fees due to the Consultant and a draft invoice will be available for the Consultant's approval on the first day of each calendar month for the duration of the Agreement. The Consultant must generate this invoice no later than the first day of the month to ensure that payment can be made.

The Client shall then pay to the Consultant by bank transfer the Fees due for Services performed in the preceding month, within 14 days of the Consultant's approval of that draft invoice, or in the case of any Portal 2 Engagements within 14 days of the invoice being generated. If the Consultant has not generated their invoice by the first day of the month, or in the case of any Portal 2 Engagements if the Consultant has not approved the rate shown for the Engagement by the time the invoice is generated, the Client reserves the right to pay the provisional Fees without any prior approval from the Consultant. Any alterations required after this will be discretionary and are not guaranteed. Late invoices may have to wait until the following month to be paid.

The Client will be entitled to deduct from the Fees (and any other sums due to the Consultant) any sums that the Consultant may owe to the Client at any time.

Payment in full or in part of the Fees claimed, or any expenses claimed, will be without prejudice to any claims or rights of the Client against the Consultant in respect of the provision of the Services.

4. TERMINATION

Either party for whatever reason may immediately terminate this Contract for Services and no notice is required to be given.

5. PROTECTION OF BUSINESS

During the period of this Agreement, all work undertaken for any customer of the Client must be processed via the Client. The Consultant will also be restricted from engaging with any of the Client's customers for a period of six months after the termination of the Agreement.

Unless otherwise authorised by the Client and in connection with performing the Services, the Consultant shall not engage in correspondence or conversations of any nature with any customer of the Client without the prior written consent of the Client. In the event that any customer of the Client makes contact with the Consultant, the Consultant shall notify the Client without delay, and in any event within 24 hours, where such contact goes beyond simple courtesy. Any such notification should be sent to compliance@takenote.co and must include a copy of the relevant message.

Breach of this clause will be deemed a material breach of the Agreement.

6. CONTENT OF MATERIAL

From time to time during the provision of Services, the Consultant may be exposed to extremely sensitive personal information and/or potentially disturbing content. Wherever possible, the Client will endeavour to warn the Consultant if the content could be of a sensitive nature. If the Consultant feels uncomfortable transcribing the material at any point, they agree it is their responsibility to notify the Client and cease to continue with the Services in question.

From time to time during the provision of the Services, the Consultant may encounter content that contains person(s) known to the Consultant in a personal capacity, and/or discussion of such person(s). In any such case, the Consultant shall:

- (a) immediately inform the Client (and, in the event that the Engagement is a live notetaking booking, the Client's customer);
- (b) immediately cease work on the Engagement and not listen to or view the content any further, unless otherwise agreed by the Client;
- (c) not discuss the content or its existence, the Client, or the Services with the person(s) concerned. The Consultant is reminded that they remain bound at all times to the confidentiality provisions of this Agreement, and any breach of confidentiality will be deemed a material breach of the Agreement.

The Consultant shall also observe the above procedure in any other case where they reasonably consider that a conflict of interest may arise.

7. OTHER INTERESTS

Nothing in this Agreement prevents the Consultant from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the Engagement, provided that:

- (a) such activity does not cause a breach of any of the Consultant's obligations under this Agreement;
- (b) the Consultant shall give priority to the provision of the Services to the Client over any other business activities undertaken by the Consultant during the course of the Engagement.

8. SCOPE & STATUS

The relationship of the Consultant to the Client is that of independent contractor and nothing in this Agreement renders them an employee, worker, agent or partner of the Client and the Consultant shall not hold themselves out as such.

This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify the Client for and in respect of:

- (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Consultant shall further indemnify the Client against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Client in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the Client's negligence or wilful default;
- (b) any liability arising from any employment-related claim or allegation or any claim or allegation based on worker status (including reasonable costs and expenses) brought by the Consultant against the Client arising out of or in connection with the provision of the Services.

The Client may at its option satisfy such indemnity, in whole or in part, by way of deduction from any payments due to the Consultant.

9. HEALTH & SAFETY

The Consultant shall be responsible for setting up all equipment necessary for performing the Services in such a way as to prevent all unnecessary stress or injury being caused to the Consultant.

10. INSURANCES

To find out more about Professional Indemnity PI insurance, please view these pages:

<https://www.markeluk.com/articles/what-is-professional-indemnity-insurance>

<https://www.moneysupermarket.com/business-insurance/professional-indemnity/>

<https://www.simplybusiness.co.uk/insurance/professional-indemnity/>

The Consultant shall have personal liability for and shall indemnify the Client for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant of the terms of this Agreement, including any negligent or reckless act, omission or default in the provision of the Services. The Client strongly advises that the Consultant obtain full and comprehensive insurance policies, and maintain in force such policies for the duration of the Engagement.

The Consultant shall ensure that any such insurance policy is taken out with reputable insurers acceptable to the Client and that the level of cover and other terms of insurance are acceptable to and agreed by the Client.

The Consultant shall on request supply to the Client copies of any such insurance policies and evidence that the relevant premiums have been paid.

The Consultant shall at all times comply with all terms and conditions of any insurance policies in force. If cover under any insurance policies should lapse or not be renewed or be changed in any material way, or if the Consultant is aware of any reason why the cover under the insurance policies may lapse or not be renewed or be changed in any material way, the Consultant shall notify the Client without delay.

11. INTELLECTUAL PROPERTY

In this clause, the following definitions apply:

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Inventions means: any invention, idea, discovery, development, improvement or innovation made by the Consultant in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

Works means: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in the provision of the Services.

The Consultant hereby assigns to the Client all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the Consultant holds legal title in these rights and inventions on trust for the Client.

The Consultant undertakes:

- (a) to notify to the Client in writing the full details of any Inventions promptly upon their creation;
- (b) to keep confidential the details of all Inventions;
- (c) whenever requested to do so by the Client, and in any event upon the termination of the Engagement, promptly to deliver to the Client all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in their possession, custody or power;
- (d) not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Client; and
- (e) to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Client.

The Consultant warrants to the Client that:

- (a) they have not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;
- (b) they are unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
- (c) the use of the Works or the Intellectual Property Rights in the Works by the Client will not infringe the rights of any third party.

12. GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

13. CONFIDENTIAL INFORMATION

In this clause, **Confidential Information** means (a) information in whatever form, including (without limitation) in written, oral, visual or electronic form, or on any magnetic or optical disk or memory, and wherever located relating to the business, customers, products, affairs and finances of the Client or any of the Client's customers for the time being confidential to the Client or its customers; and (b) trade secrets including (without limitation) technical data and know-how relating to the business of the Client or any of its suppliers, customers, agents, distributors, shareholders, management or business contacts. Confidential Information includes (without limitation) information that the Consultant creates, develops, receives or obtains in connection with their Engagement, whether or not such information (if in anything other than oral form) is marked confidential, and anything brought to the attention of the Consultant on the basis that it is confidential.

The Consultant acknowledges that in the course of the Engagement they will have access to Confidential Information. The Consultant therefore agrees to accept the restrictions in this clause.

Except in the proper course of their duties, the Consultant shall not, either during the Engagement or at any time after the termination date, use in any way, including (without limitation) for their own advantage or that of any third party, or disclose to any third party (and shall use their best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

- (a) any use or disclosure authorised by the Client or required by law;
- or
- (b) any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.

Breach of this clause will be deemed a material breach of the Agreement.

At any stage during the Engagement, upon request, the Consultant shall promptly return all and any Client property in their possession to the Client.

14. COMPANY PROPERTY AND INFORMATION

The Consultant shall, upon termination of the Agreement, deliver to the Client all records in any medium and documents and notes about the Client and its customers, and all software, websites and/or programs produced as part of the Services, and shall retain no copies thereof. As soon as audio files have been transcribed, the Consultant must delete these in their entirety from their computer system and email account, along with any other information they have been given access to. Audio or information pertaining to the audio must not be shared with any other person. If the Consultant breaches this clause, legal action will be taken.

Should the Consultant be made aware of the details (names, email addresses, etc.) of any other consultant of the Client then, unless otherwise agreed in writing by the Client, it is against Client company policy for any contact to be made which relates to the Client or its customers, products, business or finances. Any such contact made to the Consultant from another consultant must be reported to the Client at compliance@takenote.co without delay, and in any event within 24 hours, with a copy of the relevant message attached.

Any breach of this clause will lead to the Agreement being terminated.

15. DATA PROTECTION

The Consultant consents to the Client holding and processing data relating to them for legal, personnel, administrative and management purposes as defined in the Privacy Policy.

The Consultant consents to the Client making such information available to those who provide products or services to the Client, including (without limitation) advisers, regulatory and governmental authorities. When processing personal data relating to any customer of the Client, the Consultant shall comply with the Client's Privacy Policy, the Annex to Contract for Services - Data Protection, and all relevant obligations under the Data Protection Act 2018, the General Data Protection Regulation and associated codes of practice.

16. PRIVACY POLICY

Data Protection Act 2018 and the General Data Protection Regulation (“the Data Protection Legislation”): How Take Note uses and processes the Consultant's personal information

The Client processes personal data relating to consultants engaged as part of its workforce. The Client does this to assist in the running of the business and to enable individuals to be paid.

The collection of this information will also benefit the Client and its consultants by:

- (a) improving the management of workforce data across the sector;
- (b) enabling development of a comprehensive picture of the workforce and how it is deployed;
- (c) informing the development of recruitment and retention;
- (d) allowing better financial modelling and planning.

The personal data may include (without limitation) identifiers such as name, date of birth, National Insurance (NI) number, address, telephone number, Unique Taxpayer Reference (UTR), passport and visa information.

The Client shall not share information about the Consultant with third parties without the Consultant's consent, unless the law allows or requires it to. The Client is required to share some of the Consultant's personal data with:

HMRC
Santander

Data Retention

Take Note's commitment to the Consultant: without prejudice to any legal or regulatory obligations, Take Note will keep the Consultant's information for a maximum of two years following the termination of this Agreement, at which time it will automatically be deleted from all Take Note systems.

The Consultant's commitment to Take Note: the Consultant shall not download any Client data from Portal 2 (portal2.takenotetyping.com). The content of media files played in Portal 2 must only be typed into the Portal 2 typing application within the Consultant's web browser. The Consultant shall not download any Client data from Portal 1 (portal.takenotetyping.com) unless absolutely necessary to complete the Engagement. Upon completion of the Engagement, once the job has moved into the Consultant's "complete" view, and in any event within 24 hours, the Consultant shall permanently delete from their computer all traces of Client data, including (without limitation) all audio files, video files and transcripts.

Your Rights

Under the Data Protection Legislation, the Consultant has the following rights with respect to their personal data:

The right to be informed about the collection and use of their personal data.

The right to access their personal data.

The right to have inaccurate personal data rectified, or completed if incomplete.

The right to have their personal data erased in certain circumstances.

The right to request the restriction or suppression of their personal data in certain circumstances.

The right to have their data provided to them to take elsewhere in a suitable format.

The right to object to the processing of their personal data in certain circumstances.

The Consultant also has the right to lodge a complaint with the Information Commissioner's Office if they consider that the processing of their personal data infringes the Data Protection Legislation.

If the Consultant wishes to exercise any of these rights, they should contact compliance@takenote.co.

17. EQUALITY, INCLUSION AND DIVERSITY

The Consultant recognises that discrimination is unacceptable and equality of opportunity is a feature of the Client's practices and procedures.

The aim of the policy is to ensure no person is discriminated against either directly or indirectly on the grounds of race, colour, ethnic or national origin, religion and belief, sex, marital status, sexual orientation, gender reassignment, age or disability.

The Client maintains a neutral working environment in which no person feels threatened or intimidated. The Consultant is obliged not to act in a discriminatory fashion towards the Client's employees, workers or other consultants.

The Consultant shall endeavour to ensure that selection decisions do not discriminate, whether consciously or unconsciously, and that a consistent, non-discriminatory approach to the selection of staff and/or delegates is applied.

18. ACKNOWLEDGEMENT

The Consultant acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from the Services carried out by the Consultant and their staff and/or delegates for the Client during the Engagement belong to the Client.

19. DIRECTION AND CONTROL

The Consultant will not work under the direction and control of the Client and, subject to the terms and conditions of this Agreement (including the Annex to Contract for Service - Data Protection), is free to use their own initiative in completing the agreed works. The Consultant will have flexibility with regard to hours worked and is not obliged to seek permission to stop working on an Engagement, but shall nonetheless assist the Client by making all reasonable attempts to work within agreed overall deadlines. In addition, the Consultant is expected to observe health and safety regulations regarding working hours and to comply with any required procedures for site security or recording attendance for the specific purposes of health and safety legislation or any other site operational requirements.

The Consultant acknowledges that they are in business on their own account and are not part and parcel of the Client's business. The Consultant and their staff and/or delegates shall at all times represent themselves as independent from the Client and shall in no circumstances represent or hold themselves out as a servant, employee or worker of the Client.

THE SCHEDULE

1. The Services that the Consultant shall provide during a task are:

TRANSCRIPTION OF AUDIO FILES
NOTETAKING

Other* work occasionally on offer:

COPY TYPING
PROOFREADING
DATA ENTRY

2. The Fees

It is the Consultant's responsibility to check the rate shown in the Portal before commencing an Engagement, and to notify Take Note should they not wish to proceed with the Engagement at the stated rate or if they consider that the stated rate is incorrect.

Any alterations to the rate for an Engagement that are not communicated promptly to Take Note will be discretionary and are not guaranteed.

Changes to any published rates will be communicated to the Consultant before the start of an Engagement.

Transcription Rates

File Type	Rate per audio minute	
Number of speakers	1-3 Speakers	4+ Speakers
Verbatim	£0.46	£0.52
Detailed Notes	£0.26	£0.40
Other rates will be agreed when work is assigned		

From time to time, the Client may require certain additional service options, including (without limitation) timecodes, speaker ID, transcribing ums and errs, and/or highlighted quotes. There will normally be an uplift to the base rates listed above in these cases, and where possible the Client will communicate any relevant uplift to the Consultant before the start of the Engagement.

Live Notetaking Rates

First hour of booking	£25.00
Subsequent hours	£14.00

ANNEX TO CONTRACT FOR SERVICES – DATA PROTECTION

1. DATA PROTECTION LEGISLATION COMPLIANCE

To ensure compliance under the Legislation, and in recognition of the relationship of the parties of Data Controller and Data Processor, the Contractor shall comply with the provisions set out in this Annex.

In this Annex, the following expressions have the following meaning unless inconsistent with the context:

“the Legislation”	The Data Protection Act 2018 and the General Data Protection Regulation
“the Company”	Take Note Ltd
“the Contractor”	The Consultant named on page one of the Contract
“the Contract”	The Contract for Services of which this Annex forms a part
“the Services”	The services to be provided by the Contractor to the company under the Contract for Services
“Personal Data”	As defined in the Legislation
“Special Categories of Personal Data”	Personal Data which relates to an individual’s race, ethnic origin, political or religious beliefs or opinions, physical or medical health or condition, membership of a trade union and sexual life. It also includes any offences or alleged offences committed or legal proceedings
“Data”	Personal Data and Special Categories of Personal Data
“Data Controller”, “Data Processor” and “Data Subject”	As defined in the Legislation

2. CONTRACTOR’S OBLIGATIONS

- 2.1 The Contractor shall process the Data for the purpose of providing the Services and not further or otherwise. The Contractor shall at all times process Data in accordance with the Legislation and shall not

contravene any statute, regulation or generally accepted code of good practice in providing the Services to the Company.

- 2.2 The Contractor shall keep the Data confidential, and ensure that appropriate technical and organisational measures are in place to protect against the unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.
- 2.3 The Contractor shall maintain complete and accurate records to enable the Company to satisfy itself of the Contractor's compliance with the provisions of this clause 2. The Contractor shall allow for and contribute to audits, including inspections, conducted by the Company or another auditor mandated by the Company.
- 2.4 With regard to clause 2.3, the Contractor shall immediately inform the Company if, in its opinion, an instruction infringes the Legislation or any other data protection provisions.
- 2.5 The Contractor shall not allow any third party access to, or use of, the Data without prior written consent of the Company. However, if the Contractor appoints any third party, or any other agent or contractor, to which Data will be disclosed to enable the third party to perform its appointment in relation to the Services, the third party shall be bound, in advance, by equivalent written terms (also directly enforceable by the Company) to the terms set out in this Annex, and/or terms as advised by the Company from time to time. The Contractor shall not appoint any sub-processor of data otherwise.
- 2.6 The Contractor shall not, and shall procure that all relevant third parties do not, process Data outside of the European Economic Area without the prior written consent of the Company.
- 2.7 The Contractor shall cooperate as far as is reasonable with the Company in complying with any subject access request and/or responding to any enquiry made, or investigation or assessment of processing initiated by the Information Commissioner's Office in respect of Data. The Contractor shall immediately notify the

Company if any individual asks for access to Data, or if contacted by the Information Commissioner's Office in relation to the Data.

- 2.8 The Contractor shall comply with the Company's data protection policies in all respects, including provisions relating to data retention.
- 2.9 The Contractor shall at all times comply with any instruction given by the Company regarding Data, including in relation to Data Subject rights.
- 2.10 Upon completion of the provision of the Services, the Contractor shall either delete or return to the Company, on the Company's instruction, all Data related to the provision of the Services and any copies thereof.
- 2.11 The Contractor shall notify the Company without delay upon discovery of a Data breach and shall comply with all reasonable requests from the Company with regard to investigation and other actions to be taken as a result of the discovery.
- 2.12 The Contractor shall not use for its own advantage, or that of any third party, or disclose to any third party, any Data which comes into its possession as Contractor unless this is necessary for the purpose for which the Contractor has been provided the Data in their capacity as Contractor. The Contractor is not restricted from disclosing to a Court or other body having similar authority or pursuant to Government or other regulations (if any) any Data which the Contractor is compelled to disclose to such a body.

3. GENERAL PROVISIONS

- 3.1 The Contractor understands that the obligations set out in this Annex will remain binding on the Contractor notwithstanding termination of the Contract.
- 3.2 Except as required for performance of the Contract and consideration of the particular matter in question, the Contractor shall not retain any copy, abstract, précis or summary of any of the Data.

4. SECURITY GUIDELINES

- 4.1 Information must only be processed by computer in accordance with the Company's IT policies notified by the Company to the Contractor and as amended from time to time.
- 4.2 Paper documents containing Data, including printouts, must be locked away in secure filing systems when not in use.
- 4.3 Paper documents that are no longer required for the genuine needs of the Contractor must be destroyed securely (especially paper documents with Special Categories of Personal Data), preferably by way of shredding before disposal.
- 4.4 Discretion must be exercised where Data is processed. Access to any area holding Data or where it is being processed or in view must be restricted. Equipment used such as computers shall be located so screens and/or other means of viewing Data are kept away from areas of public view, such as windows.
- 4.5 Reasonable measures must be taken to ensure that no unauthorised person is able to read processed data.
- 4.6 Data must not be sent by electronic mail without first obtaining prior written approval from the Company.
- 4.7 Upon termination of the Contract, all Data must be returned to the Company (whether in whole or part) unless instructed otherwise by the Company, including any documents or other media (including external memory devices) containing Data.
- 4.8 The Contractor agrees to indemnify the Company in respect of all and any loss, damage, liability, costs and/or expenses suffered by the Company from any direct or indirect breach or negligent performance or failure in performance by the Contractor of the terms of this Annex.

5. DATA TO BE PROCESSED

The scope of the processing will be determined and controlled solely by the Data Controller.

The nature and purpose of the processing is to produce typed transcriptions from audio or video recordings, as well as any other similar output which may from time to time be required by the Data Controller, in connection with the provision of the Services.

Without prejudice to the generality of this Annex, the duration of the processing will in each specific instance be only as long as is required to complete the provision of the Services.

6. TYPES OF PERSONAL DATA

Types of personal data to be processed will be determined and controlled solely by the Data Controller, and may include (without limitation): name, address, date of birth, details from personal identification documents, financial information, personal opinion, and any other personal information that the Data Controller may deem relevant to the purpose for which they have engaged the Company.

7. CATEGORIES OF DATA SUBJECT

Categories of Data Subject will be determined and controlled solely by the Data Controller, and may include (without limitation): staff of the Data Controller, customers or clients of the Data Controller, patients, students, and members of the public.