

1. Interpretation

“**Agreement**” shall mean - these Terms and Conditions of Business and the Specific Terms agreed (if any).

“**The Marketing Junction**” shall mean – The Marketing Junction Ltd – a business consultancy.

“**The Client**” shall mean - any person, firm or company receiving Consultancy services, and its employees.

“**Associated person**” shall mean - any person who is associated with The Client, whether formally or informally.

“**Assignment**” shall mean - any and all work undertaken by The Marketing Junction for The Client.

“**Agreed Period**” shall mean - the period in which The Marketing Junction shall undertake to use its reasonable endeavours to fulfil the Assignment, subject always to events outside of its control;

“**Specific Terms**” shall mean - any terms agreed in writing between The Marketing Junction and The Client. Where there is any conflict between these Conditions and the Specific Terms then these Conditions shall take precedence.

“**Intellectual Property**” shall mean – copyright, patents, design rights, trading names and brands, service marks, badges, trade-secrets or know-how, processes, literature provided, programmes run, design schemes and themes and anything else which is capable of being owned, recognised or registered as intellectual property in any part of the World.

“**Service Proposal**” shall mean – a separate written document, including one sent by email or electronically, containing details of the services to be provided by The Marketing Junction to The Client, the manner of delivery, and the basis of remuneration. Where no formal Service Proposal has been produced, any prior written communication, email, quote, proposal, or documentation exchanged between the parties that describes the services and fees shall be deemed to constitute the Service Proposal for the purposes of this Agreement. A Service Proposal need not be signed if the Client commences work or makes payment following receipt, in which case it shall be deemed accepted in full.

“**Material Breach**” shall mean a breach that goes to the root of this Agreement, including but not limited to: failure to pay undisputed invoices, repeated failure to provide necessary information or access under Clause 7(a), breach of confidentiality obligations, or breach of non-solicitation provisions.

2. Introduction

a) Except where the context requires otherwise words importing the masculine shall include the feminine and neuter genders; importing the singular shall include the plural; importing natural personage shall be equally applicable to corporate personage; and vice versa.

b) All and any business undertaken by The Marketing Junction is transacted subject to these Conditions all of which shall be incorporated in any agreement between The Marketing Junction and The Client to the exclusion of other terms and conditions, representations or agreements. In the event of any conflict between these Conditions and any other terms and conditions, these Conditions shall prevail unless expressly otherwise agreed in writing in any Specific Terms by a Director of The Marketing Junction. No variations can be made to the Conditions without the written consent of a Director of The Marketing Junction.

c) This Agreement becomes binding upon The Client when any of the following occurs: i) The Client signs and returns this Agreement, or ii) The Client makes payment for services under a Service Proposal, or iii) The Client provides written instruction for The Marketing Junction to commence work, or iv) The Client accepts delivery of services under a Service Proposal, or v) The Client participates in an onboarding meeting or call with The Marketing Junction. This Agreement becomes binding upon The Client when any of the following occurs: i) The Client signs and returns this Agreement, or ii) The Client makes payment for services under a Service Proposal, or iii) The Client provides written instruction for The Marketing Junction to commence work, or iv) The Client accepts delivery of services under a Service Proposal, or v) The Client participates in an onboarding meeting or call with The Marketing Junction.

d) This Agreement is entered into on a business-to-business basis only. The Client warrants that they are entering into this Agreement in the course of a business, trade, or profession and not as a consumer. The protections afforded to consumers under the Consumer Rights Act 2015 and related legislation do not apply to this Agreement.

3. Relationship between Parties and Term of Agreement

a) No term of this agreement or course of dealings between the Parties shall operate to make The Marketing Junction an employee or agent of The Client.

b) Neither Party shall assign or transfer any of their rights, liabilities or obligations arising under this agreement without the prior written consent of the other Party. Notwithstanding the above, The Marketing Junction may assign this Agreement without consent in the event of a sale or transfer of its business or assets.

c) This agreement shall govern the supply of services (as defined below) to The Client commencing as per the Service Proposal and continuing until terminated by either party in accordance with the terms of this agreement.

d) The Client may not assign, transfer, or subcontract any of its rights or obligations under this Agreement without The Marketing Junction's prior written consent. Any attempted assignment in violation of this provision shall be null and void.

4. The Services Provided

a) The Marketing Junction shall use its reasonable endeavours to provide support and consultancy services to The Client as required and as mutually agreed.

b) The exact nature and detail of the services which The Marketing Junction shall provide to The Client shall be as set out in the Service Proposal. Although a degree of reasonable flexibility is permitted.

c) Any amendment, extension or addition to the services must be agreed in writing.

d) Timeliness and delivery dates provided by The Marketing Junction in any Service Proposal or communication are estimates only and are not contractually binding unless expressly stated in writing using the word 'guaranteed'. The Marketing Junction shall not be liable for any loss, damage, or expense

arising from delays caused by factors outside its reasonable control, including but not limited to late provision of materials, information, approvals or instructions by The Client, third-party dependencies, or Force Majeure events as defined in Clause 13. Where The Marketing Junction has expressly guaranteed a delivery date in writing and fails to meet that date due to its own default, The Client's sole remedy shall be to request re-performance within 28 days of written notification by The Client, or such longer period as the parties may agree in writing. Save as set out above, The Marketing Junction shall not be liable for any indirect or consequential losses arising from any delay, whether or not the relevant delivery date was expressed as guaranteed. The Client acknowledges that marketing deliverables are often dependent on timely provision of content, approvals, and instructions by The Client, and that any delay caused by The Client shall automatically extend any agreed or guaranteed delivery date by an equivalent period. For the avoidance of doubt, where a delivery date has been expressly guaranteed in writing and The Marketing Junction fails to meet that date due to its own default, The Client's sole remedy shall be re-performance as set out in this clause. The Client's remedy in such circumstances shall not exceed the liability cap set out in Clause 11(c), and no guaranteed delivery date shall be construed as creating liability beyond that cap.

e) Unless otherwise stated, agreements for ongoing work are for 12 months.

f) Unless otherwise agreed, the working day shall be determined as 09.00hrs until 17.30hrs (GMT) with 1 hour for lunch. Provided the correct number of hours is worked, this can be altered by up to 30 minutes without agreement.

g) Any meetings in excess of those agreed to in the Service Proposal after the signing of this agreement or telephone calls in excess of 15 minutes are charged at the hourly rate.

h) Where The Client hires a new individual into the business to act as a primary contact to The Marketing Junction, The Marketing Junction may charge an appropriate fee in line with 5b for induction and training them on the current marketing strategy, plans, and directives that have been established. This onboarding fee may be levied at any time within the first 12 months of the new contact commencing their role, especially if time is required implementing changes in strategic direction or any new marketing plans or initiatives that need to be implemented due to the personnel change.

i) The Marketing Junction will follow all UK Government (or local legislation) advice in regards to working arrangements and conditions. Should this advice change, the services will still be provided in the best capacity possible.

j) The Marketing Junction may suspend services (including access to online accounts) immediately if invoices remain unpaid after the due date, or may elect to terminate this Agreement pursuant to Section 10(e) at its sole discretion. Suspension shall not constitute termination of this Agreement. Fees shall continue to accrue during suspension. The Marketing Junction will take reasonable steps to preserve any client data or materials during the suspension period. For the avoidance of doubt, suspension under this clause is entirely at The Marketing Junction's discretion and does not constitute a required step before exercising any right of termination under Clause 10(e)(v). The Marketing Junction may elect to terminate immediately upon non-payment without first suspending services.

k) If web services or paid-for subscriptions to third-party software are being provided, The Client agrees to be bound by the terms of those third-party providers, which shall prevail in respect of the services they provide. It is The Client's responsibility to review and understand those terms before entering into an agreement with them directly or via The Marketing Junction. Where such services involve the processing of personal data, The Client acknowledges that third-party platforms may act as independent or joint Controllers in respect of data they collect, and that Schedule 1 (Data Processing Agreement) applies to any processing carried out by The Marketing Junction in connection with those services. The Marketing Junction shall not be liable for the data practices, service interruptions, price changes, or policy changes of any third-party provider.

l) Performance and Satisfaction: i) The Marketing Junction shall use reasonable efforts to provide services in accordance with industry standards and the general specifications outlined in the Service Proposal. The Client acknowledges that marketing services are inherently iterative and that minor deviations from the Service Proposal shall not be considered a breach of this Agreement, provided that The Marketing Junction has used reasonable efforts to meet the overall objectives of the engagement.

ii) The Client acknowledges that subjective dissatisfaction with the work performed by The Marketing Junction does not constitute grounds for termination of this Agreement or non-payment of fees. If The Client has concerns about the quality or direction of work, they must communicate those concerns to a Director of The Marketing Junction in writing within 5 business days of becoming aware of them. The Marketing Junction shall be given a reasonable opportunity, being no less than 14 days, to address those concerns before The Client may consider any remedial action. The Client agrees not to unreasonably withhold approval once The Marketing Junction has made good faith efforts to address the concerns raised.

iii) The Client acknowledges that marketing strategies and deliverables may need to be adjusted based on market conditions, platform changes, performance data, or other factors that arise during the engagement. Such adjustments shall not be considered a breach of this Agreement provided The Marketing Junction acts in good faith and in the interests of the overall marketing objectives.

iv) Nothing in this clause shall prevent The Client from exercising their rights under Clause 10(e)(i) where a genuine material breach has occurred and has not been remedied within the timeframe specified in that clause.

m) Acceptance of Work: i) Payment of an invoice by The Client shall constitute prima facie evidence of acceptance of the work performed and services delivered in relation to that invoice. ii) If The Client has concerns about the work performed, they must raise these concerns in writing within 5 business days of receiving the invoice. Failure to raise concerns within this timeframe shall create a presumption of acceptance, which The Client may only rebut by demonstrating that defects were not discoverable within this period through reasonable inspection. iii) In the event that The Client raises concerns about the work, The Marketing Junction shall be given a reasonable opportunity to address these concerns. The Client agrees not to unreasonably withhold acceptance of the work once The Marketing Junction has made good faith efforts to address the concerns raised. iv) Nothing in this clause shall exclude The Marketing Junction's liability for fraudulent misrepresentation or deliberate concealment of defects.

n) Use of Artificial Intelligence and Machine Learning Tools: i) The Marketing Junction may use artificial intelligence (AI) or machine learning (ML) tools in the provision of services under this Agreement. The Client acknowledges that such tools may produce outputs that require human review and modification,

are based on training data that may not always reflect current events or specific industry knowledge or may have inherent biases or limitations. ii) The Marketing Junction will exercise reasonable care in the use and application of AI/ML tools and will not rely solely on AI-generated content without human oversight. iii) The Client agrees that the use of AI/ML tools does not constitute a breach of this Agreement, provided that The Marketing Junction maintains appropriate human oversight and quality control measures. iv) All AI-assisted outputs shall be treated as Services and Intellectual Property under Clause 9.v) Notwithstanding Clause 12, The Marketing Junction shall not be liable for any third-party intellectual property infringement arising from AI or ML-generated outputs, including but not limited to text, images, code, or other content produced using such tools. The Client acknowledges that AI/ML tools may produce outputs that inadvertently resemble third-party protected works, and The Client shall be solely responsible for conducting any necessary clearance checks before publishing or commercially exploiting any AI-assisted deliverable. The Client shall indemnify The Marketing Junction against any third-party claims arising from The Client's use or publication of AI-assisted outputs, to the extent that such claims arise from The Client's own decisions to publish, modify, or commercially exploit those outputs.

o) Any additional work performed by The Marketing Junction that falls outside the scope of the Service Proposal, and where reasonably identifiable as additional work at the time of performance, shall be chargeable at the rates set out in Clause 5(b) unless expressly agreed otherwise in writing. Performance of such work does not constitute a waiver of this requirement for written agreement.

5. Payment for Services

a) Where The Marketing Junction provides services to The Client as agreed, they shall charge The Client the sum agreed in the Service Proposal. All fees are exclusive of VAT or any other applicable taxes, which will be added at the prevailing rate where applicable.

b) Unless specified in the Service Proposal, the sum payable will be in the form of a daily rate at £800 (£500 for half a day) or an agreed project-based fee. Any time above a standard 7.5 hour day will be charged at £150 per hour or £200 per hour between 20:00 - 07:00 (GMT). For clients outside the UK, equivalent amounts in the agreed currency will be calculated based on the exchange rate at the time of invoicing.

c) Unless specified in the service proposal, the sum payable to The Marketing Junction in respect of fees as set out in 5a is not inclusive of any disbursements or expenses which they may incur and shall be charged to The Client.

d) Hourly charges are charged as follows. Up to 15 minutes – no charge. Over 15 minutes – full hour. Hourly charge as set out in 5b

e) Fees will typically be raised in advance of delivery and in accordance with the agreed service proposal. However, The Marketing Junction reserves the right, at its discretion, to occasionally raise invoices in arrears. The Client's obligation to pay remains regardless of when the invoice is raised.

f) If the Client fails to pay any sum due, The Marketing Junction may claim interest at 8% above the Bank of England base rate, fixed compensation of £40/£70/£100 (depending on debt size), and reasonable recovery costs, all pursuant to the Late Payment of Commercial Debts (Interest) Act 1998

g) The Client must pay all fees by direct debit (GoCardless) unless otherwise agreed in writing. Where The Client does not pay by direct debit, The Marketing Junction may apply an administrative fee of 5% to cover the additional processing, reconciliation, and credit control costs associated with non-automated payment methods. This fee represents a genuine estimate of the additional administrative burden incurred and is not intended to operate as a penalty.

h) If web services or paid for subscriptions to third party software are being provided, The Marketing Junction may suspend these until full payment is brought up to date. Any costs associated with doing so will be charged to The Client.

i) Any unpaid invoices that predate this Agreement shall remain due and payable. The Marketing Junction's decision not to pursue collection of any such invoices at any given time shall not constitute a waiver of its right to collect such amounts at any time in the future.

j) On contract renewal, prices will increase by 10% (or 5% if the contract value is greater than £1,800 per month), or by the current rate of inflation as published on the ONS website, whichever is greater. Any such increase shall take effect from the renewal date only and shall not be applied mid-term. The Client will be notified of the applicable increase in writing at least 30 days before the renewal date.

k) The Client will be liable for any fees in respect of payments, including but not limited to exchange rate and banking fees.

l) Updates to these Terms and Conditions shall be governed by Clause 17.

m) Unless otherwise stated in the Service Proposal, all invoices are due and payable within 14 days of the invoice date. For the avoidance of doubt, this payment period constitutes the 'due date' referenced throughout this Agreement, including for the purposes of Clauses 4(j), 5(f), and 10(e)(v)

6. Expenses

a) The Marketing Junction will charge to The Client all reasonable travel expenses which are incurred in attending The Client's premises. These shall include rail, air, underground and taxi fares or, where The Marketing Junction or his employees or agents travel by private car, an allowance of 50p per mile. Parking and Tolls shall also be charged. A subsistence payment will also be due of £15 per day or £25 if the employee arrives home after 20:00hrs

b) All other expenses incurred as a result of the engagement of The Marketing Junction, including but not limited to production of materials, attendance at paid for events, client gifts and entertainment, are to be paid by The Client within 7 days of invoice.

7. Client's Obligations

a) The Client shall provide The Marketing Junction with such information, support, co-operation and facilities as may be necessary in order to provide the service. If The Client fails to provide necessary information, support, cooperation, or facilities within a reasonable timeframe (normally 5 business days), The Marketing Junction may: (i) suspend services without suspending fee accrual until such time as cooperation is provided, or (ii) treat such failure as a material breach and terminate under Clause 10(e)(i).

The Marketing Junction shall not be liable for any delays or inability to perform services resulting from The Client's failure to cooperate.

b) The Client must inform a Director of The Marketing Junction in writing of any concerns about the work performed or services delivered within 5 business days of receiving an invoice. Failure to raise concerns within this timeframe, or payment of the invoice, whichever occurs first, shall constitute acceptance of the work and approval of the services provided.

c) The Client acknowledges that during this Agreement they will have access to The Marketing Junction's confidential methodologies, employee/freelancer relationships, client relationships, and trade secrets. To protect these legitimate business interests: i) Employee Non-Solicitation: The Client shall not, during this Agreement and for 6 months after termination, recruit, employ, or engage any employee of The Marketing Junction (or former employee who left within the preceding 6 months) without prior written consent. If breached, The Client shall pay liquidated damages equal to the greater of: 50% of the individual's last known annual salary, or £12,000 representing The Marketing Junction's genuine pre-estimated losses for recruitment, training, and business disruption. ii) Freelancer Non-Solicitation: The Client shall not, during this Agreement and for 6 months after termination, directly engage any freelancer or subcontractor who worked on The Client's account through The Marketing Junction. If breached, The Client shall pay liquidated damages equal to: 150% of fees The Marketing Junction charged for that freelancer's services in the preceding 12 months, or £8,000 (whichever is greater) representing genuine pre-estimated lost margin and relationship disruption costs. iii) Client Non-Solicitation: The Client shall not, during this Agreement and for 12 months after termination, solicit or accept business from any client of The Marketing Junction to whom The Client was introduced through this engagement. If breached, The Client shall pay liquidated damages equal to the greater of: 25% of annual revenue The Marketing Junction received from the solicited client in the prior 12 months, or £10,000 per client representing genuine pre-estimated losses. iv) The Client acknowledges these restrictions are reasonable in scope, duration, and necessary to protect The Marketing Junction's legitimate business interests. The Client agrees not to circumvent these restrictions indirectly through third parties. v) If a court or tribunal determines that any of the above sums exceeds a genuine pre-estimate of loss, the parties agree that such sum shall be reduced to the maximum amount that is reasonable and enforceable.

d) Personal Guarantee: In consideration of The Marketing Junction entering into this Agreement with The Client, the undersigned director(s) of The Client (each a "Guarantor") irrevocably and unconditionally guarantee to The Marketing Junction: The due and punctual payment of all fees, charges, and expenses owed by The Client under this Agreement; and the performance by The Client of its material payment obligations under this Agreement This guarantee: i) Is a continuing obligation that remains in force until all sums due under the Agreement have been paid in full ii) Allows The Marketing Junction to pursue the Guarantor without first pursuing The Client iii) Has an aggregate liability cap of £25,000 per Guarantor iv) Covers only obligations arising from this specific Agreement and any written amendments or renewals explicitly referencing this guarantee v) Does not extend to obligations arising from separate agreements or contracts unless expressly agreed in writing The Guarantor may terminate this guarantee by giving 90 days' written notice, provided all obligations existing at the date of notice remain guaranteed until satisfied. e) The Client shall not make any statement about The Marketing Junction, its services, employees, or directors that: i) is factually false or misleading, or ii) is made with malicious intent to damage The Marketing Junction's reputation or business relationships, or iii) discloses confidential information obtained during this Agreement This clause does not prevent The Client from providing honest feedback directly to The Marketing Junction or making factual statements in legal proceedings or to regulatory authorities The Client agrees that breach of this clause may result in liability for damages including loss of profits, reputational harm, and legal costs incurred by The Marketing Junction in addressing the breach.

f) Protection of Business Information: i) If The Client receives a Service Proposal but does not engage The Marketing Junction's services, The Client shall not use, share, or implement any proprietary strategies, methodologies, or confidential information contained in that proposal without The Marketing Junction's express written permission. ii) If The Client subsequently engages any employee, contractor, or associate of The Marketing Junction (whether directly or through another entity) within 12 months of receiving a Service Proposal from The Marketing Junction, and that person provides services substantially similar to those proposed, The Client shall pay The Marketing Junction the lesser of: - The value of the original Service Proposal, or - The amount paid for the services to the individual/entity iii) These obligations only apply if The Client has accepted a Service Proposal or commenced discussions that included receipt of confidential business information clearly marked as such.

8. The Marketing Junction's Obligations & Confidentiality

a) The Marketing Junction shall provide services to The Client with a reasonable duty of care, skill and attention to detail, and in line with relevant regulations or industry codes of practice.

b) "Confidential Information" refers to any non-public information disclosed by The Client to The Marketing Junction before, during, or after executing this Agreement, including but not limited to: financial records, marketing plans, electronic data, internal processes, know-how, trade secrets, and forecasts.

c) The Marketing Junction undertakes that at no time, whether during the term of this agreement or thereafter, shall they disclose or permit to be disclosed to a third party any Confidential Information which they receive from The Client save as The Client may expressly authorise in writing or as he is compelled by any court or administrative body of competent jurisdiction. This is known as the non-disclosure clause.

d) The Marketing Junction will require any employees or subcontractors providing services under this Agreement to sign confidentiality agreements. While The Marketing Junction shall use reasonable efforts to ensure subcontractors comply with confidentiality obligations, The Marketing Junction's liability for subcontractor breaches shall be limited in accordance with Clause 11(c).

9. Intellectual Property and Data Protection

a) Where The Client provides The Marketing Junction with documentation, materials or media to enable The Marketing Junction to provide the services, there shall be no transfer of Intellectual Property vested in these, and the aforementioned Intellectual Property shall remain the sole property of The Client, except in the case of 4(k) (third party software).

b) Upon full payment of all invoices relating to the relevant deliverables, The Marketing Junction assigns to The Client all Intellectual Property rights in the specific deliverables created for The Client under this

Agreement. Until such payment is made, The Marketing Junction grants The Client a limited, revocable, non-exclusive licence to use those deliverables solely for the purposes of this Agreement. This licence is immediately revoked upon non-payment as set out in Clause 9(c). For the avoidance of doubt, The Marketing Junction retains ownership at all times of all underlying methodologies, tools, templates, processes, and know-how used in creating the deliverables, none of which form part of the assignment to The Client.

- c) Where invoices remain unpaid, the licence granted under Clause 9(b) is immediately revoked. Continued use of deliverables during a period of non-payment constitutes a licence fee of 10% of the outstanding invoice value per month. The Marketing Junction additionally reserves the right to require immediate removal of any such deliverables. Full payment of all outstanding fees and any accrued licence charges is required before the assignment under Clause 9(b) takes effect and use is reinstated.
- d) Neither The Client nor The Marketing Junction claim or assert any rights to Intellectual Property belonging to any third party which may be used under licence or otherwise lawfully during the course of this agreement.
- e) The Marketing Junction will have permission to use The Client logo (and its subsidiaries) and work example in promotional literature. If this is later revoked the Client will be liable for any reasonable costs in removing this. Removal must be actioned in a reasonable time.
- f) Where The Marketing Junction processes Personal Data on behalf of The Client in its capacity as a Processor under the UK GDPR, the parties shall be subject to Schedule 1 (Data Processing Agreement) which is incorporated into and forms part of this Agreement.
- g) The Marketing Junction and The Client shall comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause, "Data Protection Legislation" means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
- h) In the event of a data breach affecting The Client's data, The Marketing Junction shall notify The Client without undue delay upon becoming aware of the breach. The Marketing Junction shall provide reasonable assistance to The Client in responding to any data subject requests or regulatory inquiries related to the data processed under this Agreement.
- i) The Client shall be responsible for handling all data subject requests related to the personal data processed by The Marketing Junction on behalf of The Client. The Marketing Junction shall provide reasonable assistance to The Client in fulfilling such requests, to the extent that The Marketing Junction has access to the relevant personal data.

10. Termination and Renewal

- a) This Agreement shall terminate automatically upon the completion or delivery of time limited services agreed under the Service Proposal or any extension or addition to those services which is agreed in writing.
- b) Where regular monthly services are provided (defined as more than three consecutive months),
- i) Unless otherwise stated in the Service Proposal, all pricing is calculated on the basis of a 12-month commitment. **This Agreement will automatically renew** at the end of each initial or subsequent 12-month period onto a rolling 12-month term, irrespective of the original duration. The Client must give written notice to a Director of The Marketing Junction at least 90 days prior to the relevant completion or renewal date if it does not wish the Agreement to renew. Where the initial period is less than six months, the required notice period is 40 days for the first renewal only, reverting to 90 days thereafter. This automatic renewal provision forms a material part of the pricing and resource commitment under this Agreement. The Client acknowledges that it has read, understood and accepted this renewal clause and agrees that renewal shall occur automatically unless notice is served within the specified period. The Client may contact accounts@themarketingjunction.com to be added to a courtesy renewal reminder list. For the avoidance of doubt, such contact does not constitute valid notice of termination under this clause, which must be served in writing to a Director of The Marketing Junction in accordance with Clause 18
- ii) Where The Client serves notice of termination after the 90-day deadline but prior to the renewal date, the Agreement shall automatically renew as normal. However, The Client may elect to exit at the end of the original term, without serving time in the renewed term, provided they pay a renewal commitment charge equal to 3 months' fees at the full monthly rate, regardless of how close to the renewal date notice was given. This charge represents The Marketing Junction's genuine pre-estimated costs of resource allocation, staff commitment, and third-party obligations made in anticipation of the renewal. The Client acknowledges that The Marketing Junction will have allocated resources and made commitments in reliance on the expected renewal, and that this charge is a reasonable and proportionate reflection of those costs. The availability of a courtesy reminder under Clause 10(b)(i) does not affect The Client's obligations under this clause, and The Marketing Junction's failure to send such a reminder shall not constitute a waiver of its right to the renewal commitment charge.
- iii) Where a 12-month agreement includes a break clause agreed in writing at the time of signing, and that clause is exercised by The Client, the contract shall be retrospectively repriced for the period of service delivered as follows: 6-month break clause exercised: repriced at the standard 6-month rate, being 25% above the 12-month rate agreed in the Service Proposal. 3-month break clause exercised: repriced at the standard 3-month rate, being 50% above the 12-month rate agreed in the Service Proposal. Any difference between amounts already invoiced under the 12-month rate and the revised rate shall become immediately due and payable upon exercise of the break clause. The availability of a break clause and its applicable term shall be confirmed in writing in the Service Proposal or a signed amendment to this Agreement.
- c) Without prejudice to the above, this Agreement may be terminated by either Party upon 3 months' written notice served on the other at their address set out at the foot of this Agreement or by email to a Director. Unless otherwise stated in the Service Proposal, all pricing is offered on the basis of a 12-month commitment and is discounted accordingly. If terminated by The Client (other than for The Marketing Junction's material breach), such termination shall be subject to (i) Payment of all fees, charges, and expenses accrued to the termination date; and (ii) An Early Termination Charge based on the time

remaining under the current term after the notice period has been served: More than 6 months remaining: 50% of fees due for the remainder of the term. Between 3 and 6 months remaining: 30% of fees due for the remainder of the term. Less than 3 months remaining: 25% of fees due for the remainder of the term. This charge is a genuine pre-estimate of The Marketing Junction's losses arising from early termination, including committed staff costs, third-party software licences, opportunity cost of declined work, amortised setup costs, and the pricing discount provided to The Client in reliance on their 12-month commitment. It is not intended to operate as a penalty. Any notice of termination served by the Client while any invoice is overdue shall not take effect unless and until all outstanding sums have been paid in full.

- d) Where a single, time limited service, is agreed, this can only be terminated under 10e. The Client may terminate during the project for any other reason, but 100% of the fee is due, unless work has not commenced, in which case a cancellation fee of 20% is owed.
- e) Without prejudice to the above, this Agreement may be terminated immediately where any of the following circumstances arise:
- i) Either Party commits a material breach of this Agreement, and if such breach is capable of remedy, fails to remedy that breach within 30 days after being notified in writing to do so. Notice of a breach must be served to a director in writing, outlining the breach and referencing this cancellation clause. Full availability must be given to resources and systems in order for rectification to occur. If it is not, then the notice period outlined in 10(c) shall apply. For the avoidance of doubt, minor deviations from the Service Proposal or subjective dissatisfaction with the work performed shall not constitute grounds for termination for cause.
- ii) Either party behaves in such a way as to break down the relationship, including but not limited to the use of aggressive, discriminatory or threatening language or actions, or breaching 7c.
- iii) Either Party becomes insolvent or enters into a CVA or IVA, or administration.
- iv) If The Client's business or assets are sold, transferred, or The Client undergoes a change of control: (a) The Client shall give The Marketing Junction at least 30 days' written notice; (b) The Client remains fully liable for all obligations under this Agreement including any termination fees under Clause 10(c) unless: the purchasing entity assumes this Agreement in writing, and the Marketing Junction provides written consent to release The Client from liability (c) If this Agreement is not assumed by the purchaser, The Client shall pay any applicable Early Termination Charges under Clause 10(c).
- v) The Client fails, without agreement, to pay the invoice by the due date.
- vi) The Client states their unwillingness in writing to pay an invoice/future invoices.
- f) Upon termination, all outstanding fees and expenses, including any termination charges under Clauses 10(c) or 10(d), shall become immediately due and payable without any further notice or demand, and the 14-day payment period set out in Clause 5(m) shall not apply to termination charges. This does not apply where The Client terminates under Clause 10(e)(i) due to The Marketing Junction's material breach, in which case The Client shall only pay for services performed and costs incurred up to the effective date of termination. If The Marketing Junction terminates under Clause 10(e)(i), all amounts under this Agreement shall remain payable in full.
- g) If web services or paid for subscriptions to third-party software are being provided, the following provisions apply:
- i) Termination of this Agreement, in respect to this portion of services, is subject to the terms of the third-party provider, which shall prevail.
- ii) In the event of early termination by The Client, The Client shall be liable for any costs incurred by The Marketing Junction in relation to these third-party services, including but not limited to any remaining contract costs or early termination fees charged by the third-party provider, pro-rated license costs for the remainder of the current license period or any setup or implementation fees that have been incurred and not yet recovered through the normal course of the Agreement. This also applies if The Marketing Junction cancel under Clause 10(e).
- iii) The Client shall reimburse The Marketing Junction for these costs within 30 days of receiving the breakdown.
- h) Once either party has served notice of termination under this Agreement, The Marketing Junction shall not be obligated to create, schedule, or deliver any outputs, content, or services intended for use, publication, or delivery beyond the effective termination date. During the notice period, The Marketing Junction shall prioritise completion of work with delivery dates falling within the contract term, and any requests for work scheduled beyond the termination date shall be declined unless otherwise agreed in writing and subject to additional fees. All handover activities required upon termination, including but not limited to transfer of passwords, login credentials, account access, documentation, or setup of new user accounts, shall be chargeable at The Marketing Junction's standard hourly rate as set out in Clause 5(b). The Marketing Junction shall, at its sole discretion, determine whether such handover activities are charged separately or deducted from regular service hours during the notice period. The Client acknowledges that The Marketing Junction's standard practice of advance content preparation and complimentary onboarding represents a commercial balance that is disrupted upon service of notice.
- i) The Client may request suspension of this Agreement subject to The Marketing Junction's written agreement, which may be given or withheld at The Marketing Junction's sole discretion. During any agreed suspension period: no services shall be provided, no fees shall accrue, and the termination date shall automatically extend by the suspension duration. All other obligations (including confidentiality and non-solicitation) remain in force. Any suspension must be agreed in writing specifying start date, end date, and confirmation of contract extension. Either party may terminate the suspension early by giving 14 days' written notice. Any services required during suspension shall be subject to a separate written agreement and shall not affect the suspended Agreement or its extended termination date.
- j) For the avoidance of doubt, upon termination The Client shall pay: (i) all fees for work performed up to the termination date (whether invoiced or not); (ii) any termination charges under Clauses 10(c) or 10(d) as applicable; and (iii) ownership of all work shall transfer only upon full payment in accordance with Clause 9(c).

11. Disclaimers and Exclusions

- a) i) Nothing in this Agreement excludes or limits either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded by law.

ii) Subject to the above, The Marketing Junction's liability to The Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall be limited to direct losses only. The Marketing Junction shall not be liable for any indirect, consequential, special or incidental loss, loss of profit, loss of revenue, loss of anticipated savings, loss of business, or loss of goodwill, even if advised of the possibility of such losses. The Client acknowledges that this allocation of risk is reasonable given the nature of consultancy services, the fees charged, and that The Client is better placed to assess and insure against its own business losses.

b) The Marketing Junction makes no express or implied warranty as to the suitability or quality of consultancy advice, services provided or output. Accountability and responsibility for interpretation and economic return of consultancy advice and use of services lies solely with The Client.

c) Notwithstanding anything to the contrary in this Agreement, The Marketing Junction's total liability to The Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to i) For ongoing services: the total amount paid by The Client to The Marketing Junction under this Agreement in the 3 months preceding the event giving rise to the liability; or ii) For time-limited projects: 75% of the total project cost as outlined in the Service Proposal whichever is applicable and greater.

12. Limitation and Indemnity

a) The Client shall indemnify The Marketing Junction against any loss or damage which results from The Client's breach of this agreement or failure to abide by any of its terms.

b) The Client shall defend, indemnify, and hold harmless The Marketing Junction from any third-party claims, demands, actions, or proceedings (including reasonable legal costs) arising from: (i) The Client's use of deliverables in a manner not approved by The Marketing Junction; (ii) The Client's modification of deliverables; (iii) Content, data, or materials provided by The Client; or (iv) The Client's breach of applicable laws or regulations in their use of services.

13. Force Majeure

Neither party shall be liable for delays or non-performance due to events beyond their reasonable control (including natural disasters, pandemic, war, terrorism, government action, or cyber attacks). Fees shall continue to accrue during a Force Majeure Event only to the extent that The Marketing Junction continues to allocate personnel, systems, or other resources to the Client's account and remains ready to resume performance immediately once the Force Majeure Event ceases. Either party may terminate this Agreement if a Force Majeure Event continues for more than 90 days. No termination fees shall apply where termination results from a Force Majeure Event affecting The Marketing Junction. Where termination results from a Force Majeure Event affecting the Client, or affecting both parties, termination fees under Clause 10(c) shall apply.

14. Warranty of Contractual Capacity

Both Parties and the signatories to this agreement warrant that they are authorised and permitted to enter into this agreement, and have obtained all necessary permissions and approvals. If any elements of this agreement are unenforceable due to a signatory not having sufficient authority or approval they agree to be personally liable for any and all losses incurred by The Client or The Marketing Junction.

15. Whole Agreement, Governing Law and Severability

a) This document constitutes the entirety of the agreement between the parties. It supersedes any prior representations which may have been made, whether orally or in writing. Any modification to this agreement must be made in writing and signed by both The Marketing Junction and The Client.

b) This Agreement shall be governed by the Law of England and Wales. Both parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, and that The Marketing Junction may elect to bring proceedings in any court of competent jurisdiction in England and Wales of its choosing.

c) i) Each provision of this Agreement is severable and independent. ii) If any provision is found invalid or unenforceable, it shall be modified to the minimum extent necessary to make it valid, or deleted if modification is not possible. The remaining provisions shall continue in full force. iii) If any restraint provision in Clause 7(c) is found too broad, the court may reduce its scope, duration, or geographic area to the maximum extent enforceable while protecting The Marketing Junction's legitimate interests. iv) Severance of any provision shall not affect the consideration or other obligations under this Agreement.

d) All terms, conditions and covenants contained in this agreement shall bind the parties and their parent companies, subsidiaries, affiliates, heirs, legal representatives, successors to title and permitted assignees.

e) Nothing in these terms and conditions shall incur rights on a third party and no third party may enforce any provision of this contract under the Contracts (rights of Third Parties) Act.

f) Where web hosting, web development, domain registration, data purchase, or similar services are provided, these shall be subject to additional terms which shall be provided to The Client and form part of this Agreement once accepted.

16. Survival

These clauses shall continue in full force and effect notwithstanding the termination or expiration of this Agreement: Clause 7(c), 7(e), and 7(f) (Client's Obligations regarding non-solicitation, non-disparagement, and use of information from proposals), Clause 8 (The Marketing Junction's Obligations & Confidentiality), Clause 9 (Intellectual Property and Data Protection), Clause 10(f), 10(g), 10(h), and 10(j) (Payment obligations upon termination and handover), Clause 11 (Disclaimers and Exclusions), Clause 12 (Limitation and Indemnity), Clause 15 (Whole Agreement, Governing Law and Severability), Clause 18 (Notices), Clause 19 (Dispute Resolution), Schedule 1 Processing Agreement, and any other provision which, by its nature, should survive termination or expiration of this Agreement.

17. Update to Terms and Conditions

The Marketing Junction may update these Terms no more than once per calendar year. Written notice of updates will be provided to The Client at least 30 days before they take effect. Minor administrative or clarificatory updates shall take effect automatically 30 days after notice is given. Updates that materially alter the commercial obligations of either party shall require The Client's written confirmation, which if not provided within 14 days of a follow-up request shall be deemed given. For the avoidance of doubt, The Client's written agreement may be given by email. Where The Client is engaged under a continuing services arrangement, including but not limited to a direct debit retainer or outsourced marketing package, the continued receipt of services and/or continued authorisation of payment by direct debit following the 30-day notice period shall constitute acceptance of any minor updates. Where updates materially alter the commercial balance of the Agreement, The Client may terminate in accordance with Clause 10(c).

18. Notices

All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five days after having been sent by registered or certified mail, or (d) one day after deposit with a nationally recognised overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page, or to such e-mail address or address as subsequently modified by written notice given in accordance with this clause. All must be sent to a Company Director.

19. Dispute Resolution

a) In the event of any dispute arising out of or in connection with this Agreement, the parties shall first attempt to resolve the matter through friendly negotiations.

b) If the dispute is not resolved through negotiations within 30 days, the parties agree to submit the dispute to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. If the dispute remains unresolved 60 days after the initiation of mediation, or within such further period as the parties may agree in writing, either party may then initiate legal proceedings.

c) The costs of mediation, including the mediator's fees and venue costs, shall be shared equally between the parties. If mediation results in a settlement, the parties may agree to apportion costs differently as part of that settlement. If mediation fails and legal proceedings follow, costs shall be at the discretion of the court. Where The Marketing Junction initiates mediation to recover unpaid fees and succeeds in recovering those fees, whether through mediation settlement or subsequent legal proceedings, The Marketing Junction shall be entitled to recover its reasonable mediation costs from The Client.

d) Nothing in this clause shall prevent either party from seeking urgent injunctive or equitable relief from a court of competent jurisdiction.

e) For claims falling within the current financial limit of the Small Claims Track in the County Court of England and Wales (as amended from time to time), either party may elect to pursue the matter through that track without first undertaking mediation, at their sole discretion.

20. Set-Off

The Client may not withhold, set-off, or deduct any amounts from payments due to The Marketing Junction under this Agreement, whether for disputed invoices, counterclaims, alleged damages, or any other reason, except where: (i) The Client has obtained a final court judgment or arbitration award in their favour; or (ii) The Marketing Junction has acknowledged the debt in writing.

We acknowledge that we have read and understood this Agreement in its entirety, including all terms and conditions contained herein, especially with regard to renewal provisions. We enter into this Agreement freely and voluntarily and agree to be bound by all of its terms, subject to any variations set out in a Specific Terms letter agreed between the parties

Signed by a duly authorised officer for and on behalf of The Client:

.....
Company Name

.....
Print Name

.....
Position

.....
Signature

.....
Date

As per clause 14, the signatory warrants that they are authorised and permitted to enter into this agreement, and have obtained all necessary permissions and approvals

Signed by a duly authorised officer for and on behalf of The Marketing Junction:

Robert Woodford

.....
Print Name

Director

.....
Position



.....
Signature

On receipt

.....
Date

If these terms remain unsigned but have been sent via electronic communication (as an attachment or link), and work commences, or if a proposal has been received or discussions about potential services have taken place, these terms will have been deemed as accepted.

If you require a version in a larger font or different format, please contact accounts@themarketingjunction.com before continuing with any work and within 3 days of receiving these terms.

SCHEDULE 1

DATA PROCESSING AGREEMENT

Pursuant to Article 28, UK General Data Protection Regulation

This Schedule forms part of the Terms and Conditions of Business of The Marketing Junction Ltd

1. Interpretation

In this Schedule, the following definitions apply in addition to those in the main Agreement:

"Controller": The Client, as the party that determines the purposes and means of processing Personal Data.

"Processor": The Marketing Junction Ltd, as the party that processes Personal Data on behalf of the Controller.

"Personal Data": Has the meaning given in the UK GDPR.

"Processing": Has the meaning given in the UK GDPR, and "process" and "processed" shall be construed accordingly.

"Data Subject": An identified or identifiable natural person to whom Personal Data relates.

"UK GDPR": The UK General Data Protection Regulation as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018, as amended from time to time.

"Sub-processor": Any third party engaged by The Marketing Junction to process Personal Data on behalf of The Client.

"Security Incident": Any confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.

2. Details of Processing

The processing carried out by The Marketing Junction under this Agreement is described in the table below. This table may be updated by written agreement between the parties.

| | |
|------------------------------------|--|
| Subject matter | The provision of marketing consultancy and associated services as set out in the Service Proposal. |
| Duration | For the term of the Agreement and any post-termination period required to complete handover or deletion obligations. |
| Nature of processing | Collection, storage, use, disclosure, and deletion of Personal Data as necessary to deliver the services described in the Service Proposal. |
| Purpose | To enable The Marketing Junction to provide marketing services to The Client, including management of marketing campaigns, CRM data, website analytics, email marketing, and related activities. |
| Types of Personal Data | May include: names, email addresses, telephone numbers, postal addresses, online identifiers, behavioural and transactional data, and any other Personal Data provided by The Client. |
| Categories of Data Subjects | May include: The Client's customers, prospects, employees, suppliers, and other individuals whose data is provided by The Client in connection with the services. |

3. Obligations of The Marketing Junction (Processor)

3.1 Instructions

The Marketing Junction shall process Personal Data only on the documented instructions of The Client, unless required to do so by applicable law. Where The Marketing Junction is required by law to process Personal Data other than as instructed, it shall notify The Client of this requirement before processing, unless prohibited by law.

The Client's instructions for the purposes of this Schedule are set out in the Service Proposal and these Terms. The Client may issue further written instructions from time to time, which The Marketing Junction shall follow provided they are lawful and within the scope of the services.

3.2 Confidentiality

The Marketing Junction shall ensure that all personnel authorised to process Personal Data are subject to appropriate obligations of confidentiality, whether by contract, professional obligation, or otherwise.

3.3 Security

The Marketing Junction shall implement and maintain appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure. These measures shall take into account:

- the nature, scope, context, and purposes of the processing;
- the state of the art and cost of implementation; and
- the risks to Data Subjects of varying likelihood and severity.

Without limiting the above, The Marketing Junction shall at a minimum apply: password protection and access controls on systems holding Personal Data; use of reputable, industry-standard software and tools; and reasonable measures to ensure data is not accessed by unauthorised personnel.

3.4 Sub-processors

The Client hereby grants The Marketing Junction general written authorisation to engage Sub-processors for the purpose of delivering the services, including but not limited to providers of email marketing platforms, CRM systems, analytics tools, web hosting, and project management software.

The Marketing Junction shall:

- impose data protection obligations on Sub-processors that are no less protective than those in this Schedule;
- remain liable to The Client for the Sub-processor's performance of its data protection obligations; and
- notify The Client of any intended changes to Sub-processors by providing at least 14 days' written notice. The Client may object to such changes in writing within that period on reasonable grounds. If the parties cannot agree, either party may terminate this Agreement on reasonable notice without penalty solely in respect of the affected processing activity.

A list of current Sub-processors is available on request from accounts@themarketingjunction.com.

3.5 Assistance with Data Subject Rights

The Marketing Junction shall provide reasonable assistance to The Client in responding to requests from Data Subjects exercising their rights under the UK GDPR (including rights of access, rectification, erasure, restriction, portability, and objection), to the extent that The Marketing Junction holds or controls the relevant Personal Data.

The Client acknowledges that it is The Client's responsibility as Controller to respond to Data Subject requests within the statutory timeframes. The Marketing Junction's obligation under this clause is limited to providing assistance where the data is within The Marketing Junction's systems or control.

3.6 Assistance with Compliance

The Marketing Junction shall provide reasonable assistance to The Client in:

- carrying out data protection impact assessments (DPIAs) where required under Article 35 UK GDPR;
- prior consultation with the ICO under Article 36 UK GDPR;
- demonstrating compliance with The Client's obligations as Controller.

The Marketing Junction may charge for time spent on such assistance at its standard hourly rate set out in Clause 5(b) of the main Agreement, unless the assistance is directly necessitated by The Marketing Junction's own breach of this Schedule.

3.7 Security Incidents

In the event of a confirmed or reasonably suspected Security Incident affecting Personal Data processed under this Agreement, The Marketing Junction shall:

- notify The Client without undue delay, and in any event within 72 hours of becoming aware of the incident (to the extent reasonably practicable);
- provide The Client with sufficient information to allow The Client to meet its own notification obligations to the ICO and affected Data Subjects; and
- take reasonable steps to investigate and mitigate the effects of the incident.

The Client acknowledges that The Marketing Junction's obligation to notify is contingent on The Marketing Junction becoming aware of a confirmed or likely Security Incident. The Marketing Junction shall not be liable for failure to notify where it was not and could not reasonably have been aware of the incident.

3.8 Deletion and Return of Data

Upon termination or expiry of the Agreement, or upon The Client's written request, The Marketing Junction shall, at The Client's election:

- securely delete or destroy all Personal Data processed on behalf of The Client; or
- return all such Personal Data to The Client in a commonly used format.

The Marketing Junction shall complete the deletion or return within 30 days of the request or termination date, and shall confirm completion in writing. The Marketing Junction may retain Personal Data beyond this period only to the extent required by applicable law, in which case it shall notify The Client of the legal basis and duration of retention.

3.9 Audit Rights

The Marketing Junction shall make available to The Client all information reasonably necessary to demonstrate compliance with this Schedule and shall allow for and contribute to audits and inspections conducted by The Client or a mandated auditor, subject to the following conditions:

- The Client shall give at least 30 days' written notice of any audit request;
- audits shall be conducted during normal business hours and shall not unreasonably disrupt The Marketing Junction's operations;
- The Client shall bear the costs of any audit it commissions; and
- The Marketing Junction may, at its discretion, satisfy an audit request by providing a completed questionnaire, third-party security certification, or equivalent documentation in lieu of a physical inspection.

4. Obligations of The Client (Controller)

The Client warrants and undertakes that:

- it has a lawful basis for processing the Personal Data it provides to or instructs The Marketing Junction to process;
- it has provided all required notices to, and obtained all required consents from, Data Subjects;
- it will provide The Marketing Junction with clear and lawful documented instructions for processing;
- it will notify The Marketing Junction promptly of any changes to applicable data protection law that may affect The Marketing Junction's processing activities; and
- it will not instruct The Marketing Junction to process Personal Data in a manner that would cause The Marketing Junction to breach applicable data protection law.

5. Liability

Each party's liability under this Schedule is subject to the limitations and exclusions set out in Clause 11 of the main Agreement. For the avoidance of doubt, The Marketing Junction's liability for any breach of this Schedule shall not exceed the cap set out in Clause 11(c) of the main Agreement.

Nothing in this Schedule shall limit either party's liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation; or
- any liability that cannot be excluded or limited by applicable law.

6. Governing Law

This Schedule is governed by the laws of England and Wales and forms an integral part of the main Agreement. In the event of any conflict between this Schedule and the main Agreement in respect of data protection matters, this Schedule shall prevail.

7. Website Services and Joint Controller Arrangements

7.1 Application of this Section

This Section 7 applies where The Marketing Junction provides web design, web development, website hosting, or ongoing website management services to The Client. Where there is any conflict between this Section and the remainder of this Schedule, this Section shall prevail in respect of website services.

7.2 Controller Status for Website Services

The parties acknowledge that where The Marketing Junction provides website services, the allocation of Controller and Processor responsibilities will depend on the nature of the decisions being made. The parties agree as follows:

- The Client is the Controller in respect of all personal data collected from its website visitors and users, including data submitted via contact forms, newsletter signups, account registrations, and e-commerce transactions.

- Where The Marketing Junction makes independent technical decisions about the means of processing personal data in the course of providing website services - including selection of hosting infrastructure, analytics platforms, or third-party scripts - The Marketing Junction and The Client may be acting as Joint Controllers in respect of that processing.

- Where The Marketing Junction acts solely on The Client's documented instructions in relation to website data, The Marketing Junction acts as Processor and Section 3 of this Schedule applies.

Where Joint Controller status applies, the parties agree to cooperate in good faith to comply with their respective obligations under Article 26 UK GDPR, including making the essence of their arrangement available to data subjects on request.

7.3 Responsibilities of The Client

Where The Marketing Junction provides website services, The Client shall be solely responsible for:

- drafting, maintaining, and publishing a Privacy Policy on the website that accurately reflects all data processing activities carried out via the website, including any processing by third-party tools and platforms;
- implementing and maintaining a cookie consent mechanism that complies with the UK GDPR and the Privacy and Electronic Communications Regulations (PECR), including obtaining valid consent before placing non-essential cookies;
- ensuring that all data collection activities on the website have a lawful basis under UK GDPR;
- responding to data subject requests from website visitors; and
- ensuring compliance with the ICO's guidance on cookies, analytics, and tracking technologies as updated from time to time.

The Client acknowledges that The Marketing Junction is not responsible for the legal sufficiency of the Client's Privacy Policy or cookie consent mechanism unless The Marketing Junction has been expressly engaged in writing to draft or implement those specific elements, in which case The Client remains responsible for approving and publishing the final version.

7.4 Third-Party Platforms and Scripts

Where The Marketing Junction installs or integrates third-party tools on the website - including but not limited to Google Analytics, Google Tag Manager, Meta Pixel, HubSpot, Mailchimp, payment processors, or live chat platforms - The Client acknowledges that:

- each such platform operates under its own terms of service and privacy policy, which The Client is responsible for reviewing and accepting;
- some such platforms may act as independent Controllers or joint Controllers in respect of data they collect, and The Marketing Junction has no control over their data practices;
- The Client is responsible for ensuring that its cookie consent mechanism captures and records consent for each such platform before it processes personal data; and
- The Marketing Junction shall not be liable for any data protection breach or ICO enforcement action arising from the data practices of third-party platforms, provided The Marketing Junction has implemented those platforms in accordance with The Client's instructions.

The Marketing Junction will, on request, provide The Client with a list of third-party platforms integrated into the website to assist The Client in updating its Privacy Policy and cookie consent mechanism.

7.5 Hosting and Data Storage

Where The Marketing Junction arranges website hosting on behalf of The Client:

- The Marketing Junction shall use reputable hosting providers whose infrastructure is located within the UK or EEA, or in a country with an adequacy decision, unless otherwise agreed in writing with The Client;
- where hosting is provided outside the UK or EEA without an adequacy decision, The Marketing Junction shall ensure that appropriate safeguards are in place in accordance with UK GDPR Chapter V; and
- The Client's data stored on hosted servers remains the property of The Client. On termination of hosting services, The Marketing Junction shall provide The Client with a full export of website data in a commonly used format within 30 days of termination, subject to payment of all outstanding fees.

7.6 Security of Website

The Marketing Junction shall implement reasonable technical security measures in respect of websites it builds and manages, including:

- use of HTTPS/SSL encryption as standard;
- application of software updates and security patches within a reasonable timeframe where The Marketing Junction is responsible for ongoing website maintenance; and
- notification to The Client without undue delay if The Marketing Junction becomes aware of a suspected security compromise of the website.

The Client acknowledges that where The Marketing Junction is not engaged for ongoing maintenance, The Client is solely responsible for applying updates and security patches after handover. The Marketing

Junction shall not be liable for security vulnerabilities arising after handover where ongoing maintenance has not been agreed.

7.7 Data Collected Through Website Forms

Where the website includes forms that collect personal data - including contact forms, enquiry forms, booking forms, or similar - The Client is responsible for ensuring that appropriate privacy notices are displayed to users at the point of collection. The Marketing Junction will, where instructed, implement such notices as designed or approved by The Client, but the legal sufficiency of those notices remains The Client's responsibility.

Incorporation

This Schedule is incorporated into and forms part of the Terms and Conditions of Business of The Marketing Junction Ltd. It is agreed and accepted on the same basis as the main Agreement and does not require separate signature.