

SERVICES AGREEMENT

THIS AGREEMENT is made on _____

BETWEEN:

- (1) XXXXX, a company incorporated in XXXXX under number XXXXX, whose registered office is at XXXXX (the "**Customer**") and
 - (2) **Sustainable Tech 4 Good Group Ltd**, a company incorporated in England and Wales under number 12941458, whose registered address is 10 Wedgwood Court, Wedgwood Way, Stevenage, Hertfordshire, United Kingdom, SG1 4QR (the "**Service Provider**").
- together, the "**parties**"

RECITALS:

- (A) The Service Provider is in the business of providing the Services.
- (B) The Customer wishes to obtain and the Service Provider wishes to provide the Services on the terms set out in this Agreement.
- (C) In consideration of the Services, the Customer shall donate the Equipment to the Service Provider in accordance with the terms of this Agreement. No monetary consideration shall be due to the Service Provider under the terms of this Agreement.

1. Interpretation

- 1.1** The following words and expressions shall have the following meanings unless the context otherwise requires:

"Agreement" means agreement, its Schedules, any document incorporated into this Agreement by reference;

"Confidential Information" means any non-public, commercially sensitive information or materials belonging to, concerning or in the possession or control of a party and/or its affiliates which is provided, disclosed or otherwise made available to the other party, regardless whether directly or through entities or persons acting on such other party's behalf; and (i) is either marked or identified in writing as confidential, proprietary or secret or with another designation sufficient to give notice of its sensitive nature; or (ii) is of a type that a reasonable person would recognise it to be of a confidential nature; or (iii) pertains to the Customer's beneficiaries, employees, claimants, contracting parties or any other persons;

"Data Protection Laws" means all applicable data protection and privacy legislation, regulations and guidance including the United Kingdom General Data Protection Regulation, as it forms part of the law of the UK by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the **"UK General Data Protection Regulation"** or the **"UK GDPR"**) and the Data Protection Act 2018, and all legislation enacted in the UK in respect of the protection of personal data, and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and any guidance or codes of practice issued by a Data Protection Regulator from time to time (all as amended, updated or re-enacted from time to time); and references to **"Data Controller/Controller"**, **"Data Subject"**, **"Personal Data"**, **"Process"**, **"Processed"**, **"Processing"**, and **"Data Processor/Processor"** have the meanings set out in, and will be interpreted in accordance with the Data Protection Laws;

"Data Protection Regulator" means the Information Commissioner's Office, the Article 29 Working Party or the European Data Protection Board and any other supervisory authority with jurisdiction over the Customer, and in each case any successor body from time to time;

"Customer Data" means all data including Customer Personal Data, information, text, drawings, statistics, analysis and other materials embodied in any form relating to the Customer or any member of the Customer's Group including data which may be supplied by the Service Provider, the Customer and/or which the Service Provider (and any permitted sub-contractors) generates, collects, processes, stores or transmits in connection with this Agreement;

The **"Customer"** means XXXXX, any Subsidiary Company of XXXXX or such other parent company that replaces XXXXX from time to time;

"Equipment" means any equipment which is the subject of the Services as agreed between the Parties in writing from time to time;

"Group" means in relation to the Service Provider or the Customer, that company, any subsidiary or holding company from time to time of that company and any subsidiary of a holding company of that company;

"Regulatory Body" means any competent governmental, statutory, regulatory or enforcement authority or regulator concerned with the activities carried on by any Party or any part, division or element thereof in respect of the activities carried out pursuant to this Agreement including the Financial Conduct Authority, the Prudential Regulation Authority, the Competition and Markets Authority, the UK Information Commissioner, and HM Revenue and Customs and their relevant successors (for the avoidance of doubt, this does not include any regulator whose authority arises pursuant to any voluntary code of conduct);

"Regulatory Requirements" means all applicable laws, statutory rules, regulations, instruments, orders and provisions in force and as varied from time to time including the rules, codes of practice, practice requirements and accreditation terms stipulated by any Regulatory Body to which each Party and any member of the Customer's Group is subject, and any applicable judgment of a relevant court of law or decision of a tribunal or competent authority which creates legal precedent;

“Services” means the services to be provided by the Services Provider as set out in Schedule 1 of this Agreement;

1.2 The interpretation and construction of this Agreement shall be subject to the following rules, except where the context makes it clear that a rule is not intended to apply:

- (a) references to Clauses and Annexes are to clauses of and annexes to this Agreement, and references to Paragraphs are to paragraphs of Schedules of and annexes to, this Agreement;
- (b) a reference to any statute, statutory provision or statutory instrument shall be construed as a reference to that statute, provision or instrument together with all rules and regulations made under it from time to time as amended, modified, re-enacted, extended or consolidated from time to time;
- (c) any word imputing any gender shall include the other gender and neuter and the singular form shall include the plural and vice versa unless the context otherwise requires;
- (d) the terms "Subsidiary" and "Holding Company" have the meanings given in section 1159 Companies Act 2006 (each section being as in force at the date of this Agreement);
- (e) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding those terms;
- (f) the words "in writing" and "written" mean in documented form, whether electronic or hard copy, unless otherwise stated in this Agreement;
- (g) all references to the Parties include their permitted successors and assigns;
- (h) headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement.

2. Service Provider Obligations

2.1 The Service Provider shall:

- (a) carry out the Services as detailed in Schedule 1, using its own staff and equipment, and no part of the Services (except the ethical recycling of any components that absolutely cannot be repurposed) shall be subcontracted to any third party;
- (b) undertake, and abide by, their own risk assessments and policies in relation to the provision of Services undertaken in this Agreement;

- (c) provide the Services using reasonable skill and care and in accordance with all Regulatory Requirements.

3. Customer Obligations

3.1 The Customer shall

- (a) provide all necessary information and assistance related to Services that allows the Service Provider to meet the performance standards as outlined in this Agreement, including giving as accurate an outline as reasonably possible of Equipment that is to be collected and processed through the Services, to allow appropriate service provider staff and transport to be organised and the generation of accurate Service provider collection documentation;
- (b) advise the Service Provider in advance of the date of collection of the Equipment, of any parking restrictions, security clearance required, or other restrictions relating to the collection address;
- (c) provide suitable, safe access to the Service Provider on the agreed date of collection, and ensure that the Equipment is readily available for collection;
- (d) inform the Service Provider as soon as possible, giving at least one (1) working day's notice, should they require a change to the agreed date of collection, and shall agree another mutually convenient date of collection with the Service Provider; and
- (e) where a collection has been missed or cancelled by the supplier, the Customer may at their own discretion decide to cancel such collection.

4. Representations and Warranties

- 4.1** The Customer represents and warrants that it has the legal right and authority to donate the Equipment which is free of any encumbrances or legal claims.
- 4.2** The Customer makes no warranty whatsoever, express or implied, with respect to the Equipment, including any warranty of condition, quality, or suitability, or fitness for a particular purpose.
- 4.3** The Service Provider warrants that it shall, and shall continue to, hold all approvals, consents, authorisations, permissions required to perform the Services under this Agreement.
- 4.4** The Service Provider and the Service Provider staff are suitably qualified, trained and experienced to perform the Services, with due care, skill and diligence and to such

high standard of quality as it is reasonable for the Customer to expect in all the circumstances, in accordance with best industry practice at all times.

- 4.5** The Service Provider shall comply (and shall procure that all Service Provider staff comply) with all Regulatory Requirements applicable to or which affect the Services, including the legal right to work in the UK.
- 4.6** The Service Provider shall maintain indemnity insurance cover of at least £1 million per claim.

5. Title in the Equipment

- 5.1** The Customer shall transfer title in Equipment to the Service Provider with full title guarantee on completion of collection of such Equipment by the Service Provider.

6. Data Protection

- 6.1** The Parties shall at all times comply with their respective obligations under the Data Protection Laws and this Agreement in connection with the Processing of Data.
- 6.2** With regard to the Data, The Customer shall be a Data Controller, and the Service Provider shall be a Data Processor.
- 6.3** The sole purpose of any Processing of Data shall be to irretrievably delete it from the Equipment in accordance with the Services.
- 6.4** The Customer will be solely responsible for determining the purposes for which and the manner in which Data are, or are to be, Processed. For the avoidance of doubt, the Service Provider shall acquire no rights in any Data to be Processed by the Service Provider in connection with this Agreement and shall not Process it other than in accordance with its obligations under this Agreement. The Service Provider shall not Process Data for any purpose other than for the provision of Services to the Customer.
- 6.5** The Service Provider will have in place, and maintain throughout the term at all times in accordance with the then current recognised information security industry practices (such as ISO27001:2013; Cyber Essentials and/or PCI DSS, as applicable), all necessary or appropriate technical and organisational security measures:
 - (a) to protect the security and confidentiality of Data Processed by it in providing the Services;
 - (b) to protect against unauthorised or unlawful Processing, use, access to or theft of the Data; and

- 6.6** The Service Provider shall ensure that all its staff who have access to and/or process Personal Data are obliged to keep the Personal Data confidential.
- 6.7** The Service Provider shall not transfer any Personal Data outside of the UK or European Economic Area unless the prior written consent of the Customer has been obtained.
- 6.8** The Service Provider shall co-operate fully with the Customer as requested from time to time. Such requests shall include, but not be limited to:
- (a) any Data Subject access request and the exercise of any other Data Subject's rights under Data Protection Laws, including the deletion and/or rectification of Data in response to a request from a Data Subject;
 - (b) any enquiry made, or investigation or assessment of processing initiated by a Data Protection Regulator;
 - (c) The Customer's obligations under the Data Protection Laws, including in relation to the notification of personal data breaches, the security of processing and the preparation of data protection impact assessments; and
 - (d) implementing measures to mitigate against any data protection risks.
- 6.9** The Service Provider shall not appoint another Data Processor to process Data under this Agreement without the Customer's prior written authorisation. The Service Provider shall ensure that any appointed Data Processors are bound by written contractual terms that are substantively the same as, or equivalent to, the Data protection obligations imposed on the Service Provider under this Agreement.
- 6.10** Upon completion of the Services, the Service Provider shall, at the Customer's election, delete or return all Personal Data processed under this Agreement and delete existing copies unless retention is required by law.
- 6.11** The Service Provider shall provide to the Customer all information and assistance required from time to time to assess its compliance with the Data protection obligations in this agreement and allow for and contribute to audits, including inspections, by the Customer or an auditor mandated by the Customer.

7. Liability

- 7.1** Neither Party shall be liable to the other for any indirect, incidental, consequential, or exemplary damages arising out of or in connection with this Agreement.

7.2 Nothing in this Agreement will operate to exclude or restrict one Party's liability (if any) to the other:

- (a) for death or personal injury resulting from its negligence or the negligence by a person for whom it is vicariously liable;
- (b) for its fraudulent misrepresentation or for fraud or misrepresentation by a person for whom it is vicariously liable; or
- (c) for any matter for which it is not permitted by law to exclude or limit.

7.3 Subject to clause 7.4, each Party's aggregate liability arising out of or in connection with this Agreement whether in contract, tort, misrepresentation, restitution, under statute or otherwise howsoever caused, including by negligence, will be limited to and will not exceed £1,000.

7.4 Without prejudice to clause 7.2, the Service Provider's aggregate liability to the Customer arising out of or in connection with any claims under clause 6 (Data Protection) shall be limited to £1m.

8. Confidentiality

8.1 Each of the Parties shall keep all Confidential Information in strict confidence and use it for the purpose of this Agreement only. Each Party may disclose the other Party's Confidential Information:

- (a) to such of its affiliates, Group (including its employees), employees, consultants, advisors, agents, suppliers, sub-contractors or regulators on a need-to-know basis and only for the purpose of providing and/or receiving the Services, and shall ensure that they are subject to obligations of confidentiality corresponding to those which bind the parties in this Agreement; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. To the extent that the Party is not prevented from doing so, it shall promptly inform the other Party that it is required to disclose the Confidential Information under this Clause 8.1(b), prior to disclosure.

8.2 Both Parties acknowledge that unauthorised disclosure of a Party's Confidential Information by the other in breach of this Agreement may cause irreparable damage to that other Party for which damages would not be an adequate remedy. In addition to all remedies which the Parties may be entitled to as a matter of law, the Parties shall be entitled without proof of special damages to the remedies of specific performance, interim and/or final injunction and any other form of equitable relief as may be appropriate for any breach of the provisions of this Agreement.

9. Termination

- 9.1** Either Party may terminate this Agreement for any reason by giving thirty (30) days' written notice to the other Party.

10. Miscellaneous

- 10.1** This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Each party agrees that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Agreement.
- 10.2** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral.
- 10.3** This Agreement may be varied only by a written agreement signed by both Parties.
- 10.4** Neither Party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party.
- 10.5** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 10.6** The Parties may make public announcements and communicate with news media regarding this Agreement and the Equipment with the prior written consent of the other Party.
- 10.7** Other than in respect of the service of any proceedings or other documents in any legal action, a notice under this Agreement shall only be effective if it is in writing and signed by or on behalf of the Party giving it. Any notices or other document to be given under the terms of this Agreement may be delivered by hand, sent by signed-for postal service or sent by e-mail. The addresses of the Parties for the purpose of this clause are:

(a) in the case of the Customer:

For the Attention of:	XXXXXX
If by hand or post:	XXXXXX
If by email:	XXXXXX

(b) in the case of the Service Provider:

For the Attention of:	Paul Gregg
If by hand or post:	10 Wedgwood Court Wedgwood Way Stevenage Hertfordshire SG1 4QR
If by email:	paul@sustainabletech4good.co.uk

10.8 Any notice or document shall be deemed to have been served:

- (a) if delivered by hand, on receipt of a signature at the time of delivery;
- (b) if posted by a signed-for service, upon signature at the time of delivery; or
- (c) if sent by email, on receipt of a read receipt email from the correct address

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

SIGNED for and on behalf of **XXXXXX** by:

Signature:

Name:

Title:

Date:

SIGNED for and on behalf of **Sustainable Tech 4 Good Group Ltd** by:

Signature:

Name:

Title:

Date:

Schedule 1

Services

1. Services Provided

1.1 Service Overview

The Service Provider shall provide a comprehensive, cost-neutral, data-secure, sustainable and socially responsible service to the Customer, handling all of the Equipment.

1.2 The Services shall comprise of the following:

- (a) Secure door-to-door collection from the Customer's Premises to the Service Provider's premises, providing the Customer with a collection notice detailing all Equipment that was collected. The date and time of the collection of the Equipment will be agreed between the Service Provider and the Customer. The collection notice shall be in the form of the example collection notice in Appendix 1 of this Schedule.
- (b) Carry out a full audit of the collected Equipment detailing condition, following which there will be an Agreement between the Service Provider and the Customer of how the Equipment will to be split between donation, purchase and recycling. There may be an agreement between the parties that some money will be returned to the Customer, depending on the combined total resale value.
- (c) Secure data erasure/data destruction for each device with full certification by serial number. The Service provides a secure data erasure process to enable the safe repurposing of Equipment, compliant with the Customer's Data protection responsibilities. The data erasure process will include the following:
 - (i) Data erasure to HMG Infosec 5 Enhanced Standard (Department of Defence 5220.22-M);
 - (ii) Full certificates of data erasure/destruction by both storage and device Serial Number. The certificate shall be in the form of the example data erasure certificate in Appendix 2 of this Schedule. This will be provided within 15 working days from the date of collection of the Equipment.
 - (iii) Disks that fail due to a Bad Write or Bad Verify, even to a Single Sector, are securely degaussed using a Certified Degausser (Verity Systems SV91m);

- (iv) Full Certificates of Data erasure/destruction, by both storage and Device Serial Number, provided for items that are degaussed. This will be provided within 15 working days from the date of collection of the Equipment. The certificate shall be in the form of the example data Deguass report certificate in Appendix 3 of this Schedule. This will be provided within 15 working days from the date of collection of the Equipment.
 - (v) The Service is ISO9001 and ISO14001 accredited; and
 - (vi) The Service Provider is registered with the Information Commissioner's Office.
- (d) Assessment and refurbishment of Equipment that can be repurposed, including an assessment breakdown of non-repairable for spares, to increase yields.
- (e) Purchase of excess Equipment that still holds value (where applicable and by agreement). For non-legacy Equipment that collected from the Customer that still holds value, after audit the Service Provider may purchase this from the Customer for it to sell through the Service Provider Website, taking into account its costs for processing. The Service provider shall issue a purchase order for this, and the Customer would invoice it for payment.
- (f) Distribution by the Service Provider of mutually agreed refurbished Equipment to support digital inclusion.
- (g) Digital inclusion reporting showing the charities/NFP organisations and the number of end-users helped through the repurposing of the Customer's excess Equipment. A report showing who has been helped through the repurposing of the Equipment from the Customer through the Service Provider shall be sent to the Customer by no later than two (2) months from the environmental effects mitigated by the repurposing of the Equipment.
- (h) Sustainability reporting showing the environmental impacts mitigated through the repurposing of the Customer's excess Equipment. A report showing the environmental effects mitigated by the repurposing of the Equipment from the Customer will be sent to the Customer by the Service Provider within 15 working days from the date of collection of the Equipment.

Appendix 1

Example Collection Notice

Tech Collection Notice



Company:	Job Number:	Equipment Transferred to: Sustainable Tech 4 Good Group Ltd 10 Wedgwood Court, Wedgwood Way Stevenage, SG1 4QR
Collection Date:	Vehicle Type:	
Collection Address:	Vehicle Registration:	
	Name of Couriers Attending Site:	
Collection Contact:		
Contact On-Site:	Collection Method:	
Contact Info:	QTY of Pallets Needed:	
Fork Lift On-Site:	Est. Time Required to Load:	

Parking / Loading Instructions:

Description of Goods to be Collected:

QTY	Description	Notes	QTY	Description	Notes

	Print Name	Signature
Company Name Collecting From Goes Here		
Sustainable Tech 4 Good Group Ltd		

Appendix 2

Example Data Erasure Certificate

ERASURE REPORT

Report Date

00/00/0000

Job Number:



Total Number of Devices Wiped: 8

**Client: Sustainable Tech 4 Good
Data Erasure Certificate**

Erasure Location: 10 Wedgwood Court, Wedgwood Way, Stevenage, Hertfordshire SG1 4QR

Engineer:

Erasure Date:

Hardware: Rack SLII

Software Version: 9.2.2

MODEL NUMBER A1708

SERIAL NUMBER	CAPACITY	DESC	STATUS	SECTORS	ERASE TIME MINS	ERASE METHOD
C02TV4V7HV2D	256	APPLE MACBOOK	ERASED	500102400	150	HMG INFOSEC 5 HIGH
C02TMAKGGVC1	256	APPLE MACBOOK	ERASED	500102400	150	HMG INFOSEC 5 HIGH
C02SPVLKGVC1	256	APPLE MACBOOK	ERASED	500102400	150	HMG INFOSEC 5 HIGH

MODEL NUMBER HFM256GD3GX013N

SERIAL NUMBER	CAPACITY	DESC	STATUS	SECTORS	ERASE TIME MINS	ERASE METHOD
FYA6N080011806510	256	256GB M.2 SSD	ERASED	488397168	120	HMG INFOSEC 5 HIGH

MODEL NUMBER KBG40ZNS256G

SERIAL NUMBER	CAPACITY	DESC	STATUS	SECTORS	ERASE TIME MINS	ERASE METHOD
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Erasure Date:

Hardware: Rack SLII

Software Version: 9.2.2

Client: Sustainable Tech 4 Good
Data Erasure Certificate

Erasure Location: 10 Wedgwood Court, Wedgwood Way, Stevenage, Hertfordshire SG1 4QR

Engineer:

Erasure Date:	Hardware: Rack SLII		Software Version: 9.2.2			
30APCCAAPTLL	256	256GB MICRO M.2 SSD	ERASED	488397168	130	HMG INFOSEC 5 HIGH
Z9APD8X6PTLL	256	256GB MICRO M.2 SSD	ERASED	488397168	130	HMG INFOSEC 5 HIGH

MODEL NUMBER K5G60ZMV256G

SERIAL NUMBER	CAPACITY	DESC	STATUS	SECTORS	ERASE TIME MINS	ERASE METHOD
587B8082K5SP	256	256GB M.2 SSD	ERASED	488397168	130	HMG INFOSEC 5 HIGH

MODEL NUMBER SDAPTUW-256G-1012

SERIAL NUMBER	CAPACITY	DESC	STATUS	SECTORS	ERASE TIME MINS	ERASE METHOD
19277804774	256	256gb MSATA SSD	ERASED	488397168	120	HMG INFOSEC 5 HIGH

Erasure Date:	Hardware:Rack SLII	Software Version:9.2.2
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**Client: Sustainable Tech 4 Good
Data Erasure Certificate**

Erasure Location: 10 Wedgwood Court, Wedgwood Way, Stevenage, Hertfordshire SG1 4QR

Engineer:

Erasure Date:

Hardware: Rack SLII

Software Version: 9.2.2

Hardware Information

Manufacturer: Dell

Chassis Type: Rack Mount Server

Model: Poweredge 2960

Processor: Intel Xeon(R) CPU E5140 @2.33GHz

Memory: 4GB

Storage Controller: QLogic QLA200

Storage Enclosure: NetApp DS14 MkII

I hereby state that the erasure of data carried out on the drives listed above is in accordance with the software manufacturers instructions and conforms to the specified data erasure method.

SustainableTech4Good Representative:

Veritas Digital Services Engineer:

4 Data Secure Sustainable Tech Solutions

Join The Sustainable Digital Inclusion Revolution™

Erasure Date:

Hardware: Rack SLII

Software Version: 9.2.2

Appendix 3

Example Degauss Certificate

DEGAUSSING REPORT		Report Date	00/00/0000	Job Number:
				
Total Number of Devices Degaussed:		5		
Client: Sustainable Tech 4 Good Example Degauss Report				
Erase location: Wedgwood Court, Stevenage Hertfordshire SG1 4QR				
Degauss Date:		Hardware:SV91M		Software Version:N/A
MODEL NUMBER IB-360U-R-RL				
SERIAL NUMBER	CAPACITY	DESC	STATUS	ERASE METHOD
20398061904747	320	320GB EXTERNAL DESKTOP HDD	DEGAUSSED	DEGAUSSED
MODEL NUMBER ST3300657SS				
SERIAL NUMBER	CAPACITY	DESC	STATUS	ERASE METHOD
6Sj6j8jZ	300	300GB 3.5 INCH SAS	DEGAUSSED	DEGAUSSED
MODEL NUMBER ST380023AS				
SERIAL NUMBER	CAPACITY	DESC	STATUS	ERASE METHOD
3KB0LPMY	80	80GB 3.5 SATA HDD	DEGAUSSED	DEGAUSSED
MODEL NUMBER WD200BB				
SERIAL NUMBER	CAPACITY	DESC	STATUS	ERASE METHOD
WMAFD1057400	20	20GB 3.5 INCH IDE	DEGAUSSED	DEGAUSSED
Degauss Date:		Hardware: SV91M		Software Version:N/A

