



SCHEDULE 2 – TERMS AND CONDITIONS

1. Interpretation

1.1 The definitions and rules of interpretation below apply in this Agreement:

“Additional Fees”	has the meaning set out in Schedule 1 (Commercial Terms);
“Additional Premises”	has the meaning set out in clause 3.4;
“Agreement”	means the Engagement Letter, this Schedule (Terms and Conditions) and any other attached schedules to the Engagement Letter;
“Bookings”	means Childcare Service bookings made via the Pebble Platform;
“Booking Fees”	means any fees actually received by Pebble via the Pebble Platform in relation to the Bookings;
“Business Day”	means a day other than a Saturday, Sunday or public holiday in England;
“Business Hours”	means 9am to 5.30pm, on Business Days;
“Care Seekers”	means parents, guardians or other individuals who use the Platform in order to procure Childcare Services;
“Cancellation Policy ”	means the policy which governs the cancellation or rescheduling of a Booking, as notified by Pebble to the Provider from time to time;
“Childcare Services Agreement”	means any agreement entered into between the Provider and Care Seekers in relation to the provision of Childcare Services, in a form specified by Pebble from time to time;
“Childcare Services”	means the services provided by the Providers pursuant to the Childcare Services Agreement;
“Children”	means the children in respect of whom the Childcare Services are purchased for by Care Seekers via the Platform;
“Code of Conduct”	means any rules relating to use of the Pebble Platform, as notified by Pebble to the Provider from time to time;
“Commission Fees”	has the meaning set out in Schedule 1 (Commercial Terms);



“Confidential Information”

means information of the other party which: (i) is proprietary (whether owned by the disclosing party or a third party to whom the disclosing party owes duty of non-disclosure); (ii) is marked or identified as confidential at the time of its disclosure; or (iii) ought reasonably be treated as confidential;

“Contract Month”

means either:

- a) the period from the Effective Date (or subsequent anniversary of the Effective Date) until 30 days following the Effective Date, and each subsequent 30 day period thereafter, in relation to the Proof of Value Fees; or
- b) the period from the Renewal Date (or subsequent anniversary of the Renewal Date) until 30 days following the Renewal Date, and each subsequent 30 day period thereafter, in relation to the Fees (excluding the Proof of Value Fees).

“Contract Year”

the period from the Effective Date (or subsequent anniversary of the Effective Date) until 12 months following the Effective Date (or subsequent anniversary of the Effective Date);

“Effective Date”

has the meaning set out in Schedule 1 (Commercial Terms);

“Engagement Letter”

means the letter on the first page of this Agreement;

“Fees”

means the Proof of Value Fees, Licence Fees, Commission Fees and any Additional Fees, each as set out in Schedule 1 (Commercial Terms), and any other fees agreed between the parties from time to time;

“Force Majeure Event”

has the meaning set out in clause 13.1;

“Intellectual Property Rights”

means all copyright and related rights, patents rights to inventions, utility models trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;



“Licence Fees”	has the meaning set out in Schedule 1 (Commercial Terms);
“Live Date”	means the date the Provider first starts live bona fide commercial use of the Services, following completion of the Onboarding Activities;
“Notice Period”	means the period of time between the request to terminate by either the Provider or Pebble, and the provision of the Pebble Services being withdrawn and the termination of the Agreement;
“Onboarding Activities”	means the activities set out in Schedule 5 (Onboarding Activities);
“Order Form”	means the template order form Standard Order Form;
“Pebble”	means Sprout Care Limited;
“Pebble IPR”	has the meaning set out in clause 3.2.5;
“Pebble Platform”	means the online marketplace hosted by Pebble which allows Care Seekers to book, reschedule and check the availability of Childcare Services at the Premises (and any additional Pebble-owned or licensed technology relating to the online marketplace);
“Pebble Platform Changes”	has the meaning set out in clause 4.6;
“Pebble Services”	means the Services and Additional Services, as set out in Commercial Terms;
“Premises”	means the premises within the Provider’s network that will be receiving the Pebble Services, as set out in Commercial Terms;
“Proof of Value Fees”	means the Proof of Value Additional Fees, Proof of Value Commission Fees and Proof of Value Licence Fees;
“Proof of Value Term”	has the meaning set out in Commercial Terms;
“Proof of Value Additional Fees”	has the meaning set out in Commercial Terms;
“Proof of Value Commission Fees”	has the meaning set out in Commercial Terms;
“Proof of Value Licence Fees”	has the meaning set out in Commercial Terms;
“Provider”	has the meaning set out in the Engagement Letter;
“Provider Materials”	means any other Intellectual Property Rights, information and materials (including advertising



content), provided by or on behalf of the Provider to Pebble;

“Provider Personnel”	means the Provider personnel (including employees, owners, directors or independent contractors of the Provider) who may access and use the Pebble Platform on the Provider’s behalf;
“Provider Systems”	means any of the Provider’s information technology in respect of which the Pebble Services are to be provided;
“Provider Terms of Use”	means the terms of use for the Provider Personnel to use the Pebble Services, as notified by Pebble to the Provider from time to time;
“Quarter Days”	means 25 March, 24 June, 29 September and 25 December during each calendar year;
“Renewal Date”	means the first day of the first Renewal Term, following expiry of the Proof of Value Term;
“Renewal Term”	has the meaning set out in clause 10.1; and
“Term”	means the term of this Agreement, starting on the Effective Date and ending on the expiry of the Proof of Value Term or any Renewal Term (as applicable) or on earlier termination in accordance with clause 10 or 13.1.

1.2 In this Agreement, any reference to:

- 1.2.1 a “clause” shall refer to a clause in this Schedule (Terms and Conditions);
- 1.2.2 “include” or “including” is without limitation;
- 1.2.3 the singular will include reference to the plural and vice versa;
- 1.2.4 a “person” includes an individual, company, partnership or unincorporated association;
- 1.2.5 a statute, order, regulation or other similar instrument will include any amendments to it; and
- 1.2.6 “writing” and “written” includes emails sent in accordance with clause 13.

1.3 Any terms defined in one part of this Agreement shall be interpreted accordingly in the other parts of this Agreement.

1.4 If there is any conflict between the terms of this Agreement, the following order of priority shall apply:

- 1.4.1 the Engagement Letter;
- 1.4.2 Commercial Terms;



1.4.3 Schedule (Terms and Conditions);

1.4.4 the remaining Schedules.

2. **Application Of Conditions**

2.1 This Agreement prevails over any terms supplied by the Provider.

2.2 The Provider's acceptance of this Agreement, or use of the Pebble Platform or Pebble Services, constitutes an offer by the Provider on the terms of this Agreement. Such offer will only be deemed accepted by Pebble on Pebble's execution of this Agreement.

3. **The Provider's Obligations**

3.1 Within five Business Days of the Effective Date the Provider will provide Pebble with any assistance, Provider Materials and information that Pebble reasonably requires to supply the Pebble Services.

3.2 The Provider shall complete the Onboarding Activities within five Business Days of the Effective Date.

3.3 During the Term, the Provider shall:

3.3.1 promptly and without undue delay, provide Pebble with any assistance, Provider Materials and information (including industry knowledge) that Pebble reasonably requires to provide the Pebble Services;

3.3.2 ensure that any information it provides to Pebble, or uploads to the Pebble Platform, is accurate, updated no less frequently than on a weekly basis and monitored on an ongoing basis;

3.3.3 promptly and without undue delay, and to the extent possible, notify Pebble of any actual or anticipated downtimes of the Provider System;

3.3.4 promptly and without undue delay, comply with any Code of Conduct, the Cancellation Policy and all applicable laws in relation to the Pebble Services (including consumer protection laws);

3.3.5 not take any steps to circumvent its payment obligations to Pebble under this Agreement;

3.3.6 only offer to supply Childcare Services via the Pebble Platform on the terms of the Childcare Services Agreement; and

3.3.7 comply with the terms of the Childcare Services Agreement.



- 3.4 In the event that an additional premises is added to the Provider's network during the Term (an "**Additional Premises**"):
 - 3.4.1 the Provider shall give Pebble prior notice of the Additional Premises;
 - 3.4.2 both Parties shall amend the scope of the Pebble Services by use of the Order Form (which, once executed, shall form a part of this Agreement) to include the provision of Pebble Services to the Additional Premises; and
 - 3.4.3 the Licence Fees and Additional Fees or Proof of Value Licence Fees and Proof of Value Additional Fees (as applicable) shall be increased on a pro rata basis to reflect the provision of Pebble Services to the Additional Premises.
- 3.5 Any cancellation or rescheduling of any Booking shall be made in accordance with Cancellation Policy, which shall take precedence over any equivalent terms applicable to a Booking, including any such terms appearing in any Childcare Services Agreement.
- 3.6 Refunds of Booking Fees shall be made in accordance with the Cancellation Policy.
- 3.7 The Provider shall procure that the Provider Personnel comply with the Provider Terms of Use and where the Provider reasonably believes that the Provider Personnel are in material breach of the Provider Terms of Use, the Provider shall:
 - 3.7.1 notify Pebble as soon as reasonably practicable; and
 - 3.7.2 provide any assistance requested by Pebble in relation to the relevant material breach.
- 3.8 The Provider shall not use the Pebble Platform and any other of its Intellectual Property Rights which may come into the possession of the Provider under this Agreement from time to time (the "**Pebble IPR**") to:
 - 3.8.1 provide services to third parties other than Care Seekers; or
 - 3.8.2 build a product or service which competes with Pebble's business.
4. **Supply Of PEBBLE Services**
 - 4.1 Subject to the Provider's compliance with its obligations under clause 3, Pebble shall provide the Pebble Services to the Provider following the completion of the Onboarding Activities until the end of the Term.
 - 4.2 The Provider acknowledges that the Premises may enjoy the benefit of the Pebble Services, provided that:
 - 4.2.1 the Provider ensures that the Premises comply with the terms of this Agreement; and
 - 4.2.2 in the event of a material breach of the terms of this Agreement by the Premises, the Provider shall notify Pebble as soon as reasonably practicable and provide any assistance requested by Pebble in relation to the relevant material breach.



- 4.3 Pebble will not be liable for any losses suffered by the Provider if Pebble's performance of its obligations under this Agreement is prevented or delayed by an act of omission of the Provider.
- 4.4 The parties may agree an amendment of the scope of the Pebble Services by use of the Order Form which, once executed, shall form a part of this Agreement.
- 4.5 Pebble may at least once each calendar year, on reasonable notice and during working hours, attend any of the Provider's premises (including the Premises) in order to audit the Provider's use of the Pebble Platform and compliance with this Agreement. The Provider shall provide any access, information or assistance reasonably necessary to enable Pebble to verify the Provider's compliance with the terms of this Agreement.
- 4.6 Pebble may modify, suspend or discontinue any part of the Pebble Platform (the "**Pebble Platform Changes**") or otherwise make any changes it considers desirable to the Pebble Platform, provided that:
 - 4.6.1 such Pebble Platform Changes do not materially adversely impact upon the provision of the Pebble Services; and
 - 4.6.2 Pebble gives the Provider prior written notification in respect of any material Pebble Platform Changes.
5. **Payment**
 - 5.1 The Proof of Value Fees shall be due from the Effective Date and continue until expiry of the Proof of Value Term.
 - 5.2 The Fees (excluding the Proof of Value Fees) shall be due with effect from Renewal Date.
 - 5.3 Pebble shall invoice the Customer for:
 - 5.3.1 the Proof of Value Licence Fees on a monthly basis from the Effective Date; and
 - 5.3.2 the Licence Fees on a monthly basis from the Renewal Date.
 - 5.4 During the Term, in relation to the Booking Fees, Pebble shall:
 - 5.4.1 collect them from the Care Seekers via the Platform; and
 - 5.4.2 [shortly after the end of each Contract Month], pay in arrears the Booking Fees (minus the Commission Fees or Proof of Value Commission Fees, as applicable) collected via the Platform for the relevant Contract Month, subject to:
 - (a) any Booking Fees which fall below minimum thresholds, as notified by Pebble from time to time, being held to the Provider's account; and
 - (b) (in relation to each Booking Fee) five Business Days elapsing from the intended commencement time of the provision of childcare services, during which time the relevant Care Seeker has not notified Pebble of a request to refund the Booking Fee.
 - 5.5 All payments to Pebble must be made without deduction or set-off.



- 5.6 The Provider will pay all invoices within 30 days of issue.
- 5.7 Where an Order Form is entered other than on the anniversary of the Effective Date, any Fees payable in respect of the period from the date of execution of the Order Form and the second anniversary of the Effective Date following the date of execution of the Order Form shall be calculated on a pro-rata basis.
- 5.8 Without prejudice to any other right or remedy that Pebble may have, if the Provider fails to make any payment when due:
 - 5.8.1 Pebble may charge interest on the unpaid amount at the annual rate of 4% above the Bank of England base rate, accruing on a daily basis and being compounded daily, incurring from the due date for payment until payment is made, whether before or after any judgment; and/or
 - 5.8.2 Pebble may suspend all Pebble Services until payment is made in full.
- 5.9 All amounts payable under this Agreement are exclusive of VAT. Time for payment of the Fees or any other monies payable to Pebble is of the essence of the Agreement.
- 5.10 Pebble may set off any liability of the Provider to Pebble against any liability of Pebble to the Provider.
- 5.11 The parties may increase the Pebble Services to be provided and the Fees payable in respect of such Pebble Services by written agreement. Unless otherwise agreed in writing, any such increase shall have immediate effect and any Fees payable shall be calculated on a pro rata basis commencing on the date of increase of the Pebble Services.

6. **Warranties**

- 6.1 During the Term, each of the parties warrants to the other that:
 - 6.1.1 it has full power and authority to enter into this Agreement and that it holds all licences and approvals necessary for the performance of its obligations under this Agreement;
 - 6.1.2 it will perform its obligations under this Agreement in accordance with all applicable laws and using reasonable skill and care;
 - 6.1.3 except as otherwise provided in this Agreement, it will not use the Intellectual Property Rights of the other party without the prior written consent of the other party; and
 - 6.1.4 it will not make any false, misleading or disparaging representations or statements regarding the other party.

7. **Intellectual Property**

- 7.1 For the Term, the Provider hereby grants to Pebble a non-exclusive, royalty free, worldwide licence to use the:
 - 7.1.1 Intellectual Property Rights in the Provider Materials to the extent necessary for Pebble to carry out its obligations under this Agreement and enjoy its rights under this Agreement; and



- 7.1.2 Provider Materials on its websites and in its marketing materials for the purposes of promoting the services offered by Pebble from time to time.
- 7.2 From the Effective Date and until the end of the Term, Pebble hereby grants to the Provider a personal non-exclusive, non-sublicensable, non-transferable, royalty free worldwide licence to use the Pebble Platform to the extent necessary for the Provider to perform its obligations and enjoy its rights under this Agreement.
- 7.3 Save as set out in this clause 7, Pebble reserves all of its right, title and interest in the Pebble IPR, and Pebble does not grant the Provider any Intellectual Property Rights in respect of the Pebble IPR, the Pebble Services, any Intellectual Property Rights created pursuant to this Agreement or any related content or materials unless expressly provided in this Agreement. The Provider will not change, alter, create derivative works of or reverse engineer (or attempt to do any of the following) any of the Pebble IPR without Pebble's prior written consent.
- 7.4 The Provider will indemnify, defend and hold harmless Pebble, from and against any claims, costs, damages, losses, liabilities and expenses (including legal fees) relating to any claims, actions, suits or proceedings by third parties against Pebble arising out of or related in any way to:
 - 7.4.1 Pebble's use of the Provider Materials in accordance with the Provider's instructions and the terms of this Agreement; and
 - 7.4.2 the Provider's use of the Pebble IPR,and the limits and exclusions of liability contained in this Agreement will not apply to these indemnities.
8. **Confidentiality**
 - 8.1 Each party will only use Confidential Information for the sole purposes of enjoying its rights and complying with its obligations under of this Agreement. Each party will keep all Confidential Information strictly confidential and not disclose any part of any Confidential Information.
 - 8.2 The obligations of confidentiality in this clause 8 will not apply to Confidential Information to the extent that it:
 - 8.2.1 is in the public domain (other than as a result of a breach of this clause 8 or any a third party's breach of a duty of confidentiality owed in respect of that Confidential Information);
 - 8.2.2 is already in the receiving party's possession (other than as a result of a third party's breach of a duty of confidentiality owed in respect of that Confidential Information); or
 - 8.2.3 is required to be disclosed by law or an order of a court of competent jurisdiction.
 - 8.3 The obligations of confidentiality under this clause 8 will commence on the Effective Date and continue beyond the Term until such time as the information enters the public domain other than through the fault of the receiving party.



9. **Limitation Of Liability**

9.1 This clause 9 sets out the entire liability of each party (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the other, in respect of:

9.1.1 any breach of the Agreement;

9.1.2 any use made by the Provider of the Pebble IPR, the Pebble Services or any part of them; and

9.1.3 any representation, statement or tortious act or omission (including negligence) arising in connection with the Agreement.

9.2 Nothing in this Agreement limits or excludes the liability of either party for death, personal injury, fraud, fraudulent misrepresentation or fraudulent misstatement.

9.3 Subject to clause 9.2, Pebble shall not be liable to the Provider for loss of profits, business, goodwill, anticipated savings, goods, contract, use or data, or for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

9.4 The total liability of Pebble to the Provider, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Agreement, will be limited to the total amount of Fees paid or payable to Pebble in the 12-month period preceding the date on which the claim arose.

9.5 Except as expressly provided in this Agreement, all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.6 The Pebble IPR, the Pebble Services, their use and the results of such use are provided "as is" to the fullest extent permitted by law. Pebble disclaims all express or implied warranties, including warranties of satisfactory quality and fitness for a particular purpose, which may be implied in respect of the Pebble IPR, the Pebble Services, their use and the results of such use. The performance of the Pebble Services and the Pebble IPR rely on third parties beyond Pebble's control. Save as set out to the contrary in this Agreement, Pebble specifically disclaims any warranty:

9.6.1 that the use or operation of the Pebble Services or the Pebble Platform will be uninterrupted or error-free;

9.6.2 that defects will be corrected;

9.6.3 that there are no viruses or other harmful components;

9.6.4 that the security methods employed will be sufficient; or

9.6.5 regarding correctness, accuracy, or reliability.



10. **Term And Termination**

- 10.1 The Agreement will start on the Effective Date and continue until expiry of the Proof of Value Term. After the Proof of Value Term, this Agreement will automatically renew for consecutive Renewal Terms.
- 10.2 Pebble may terminate or suspend this Agreement:
 - 10.2.1 immediately on written notice to the Provider if the Provider fails to comply with its obligations under this Agreement or any Childcare Services Agreement; or
 - 10.2.2 on at least 30 days' written notice to the Provider.
- 10.3 The Provider may terminate this Agreement:
 - 10.3.1 during the Proof of Value Term, on at least 10 days' written notice to Pebble via the Pebble Platform (and the notice period shall commence following Pebble's acknowledgment of such notice to terminate), such notice to expire at the end of the Proof of Value Term; and
 - 10.3.2 during any Renewal Term, on at least 30 days' written notice to Pebble via the Pebble Platform (and the notice period shall commence following Pebble's acknowledgment of such notice to terminate), such notice to expire at the end of the Renewal Term then in effect or at the end of the Notice Period whichever is the later.
- 10.4 The Agreement will not renew if the Provider is in a Notice Period.
- 10.5 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Agreement immediately on giving notice to the other party if:
 - 10.5.1 the other party commits a material breach of this Agreement and (if such breach is remediable) fails to remedy that breach within 30 days of being requested in writing to do so;
 - 10.5.2 the other party is deemed unable to pay its debts within the meaning of sections 123 or 268 of the Insolvency Act 1986 as applicable;
 - 10.5.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party;
 - 10.5.4 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;
 - 10.5.5 a third party person becomes entitled to, or does appoint a receiver over the assets of the other party;
 - 10.5.6 the other party is the subject of a bankruptcy petition or order;
 - 10.5.7 the other party starts negotiations with creditors or makes a proposal for or enters into any compromise or arrangement with its creditors; or
 - 10.5.8 any similar or analogous event occurs in another jurisdiction.



11. **Consequences Of Termination**

- 11.1 Termination of this Agreement will not affect any rights or remedies of either party which exist prior to the termination. Clauses 1, 7, 8, 9, 11, 12 and 13 will survive termination.
- 11.2 On termination of the Agreement:
 - 11.2.1 Pebble will stop using the Provider Materials;
 - 11.2.2 the Provider will stop using the Pebble IPR;
 - 11.2.3 each party will return or destroy (at the other party's option destroy) all confidential information in its possession within five Business Days; and
 - 11.2.4 all outstanding Fees due to Pebble shall immediately become due and payable.

12. **Notices**

- 12.1 Notices shall be sent to either party in accordance with the instructions outlined in Schedule 1 (Commercial Terms).
- 12.2 A notice sent by email will be deemed to have been received at the time of transmission as shown by the sender's records (or if sent outside Business Hours, at 9 am on the first Business Day following despatch).

13. **General**

- 13.1 No party will be in breach of this Agreement nor liable for any failure to perform its obligations under this Agreement if that failure results from circumstances beyond its reasonable control (a "**Force Majeure Event**"). If a Force Majeure Event continues for six months, the unaffected party may terminate this Agreement by giving 30 days' written notice to the other party.
- 13.2 A waiver of any right under this Agreement is only effective if it is in writing.
- 13.3 If any provision (or part of a provision) of this Agreement is found to be invalid, unenforceable or illegal, the other provisions (or parts of any provisions) shall remain in force.
- 13.4 The Provider must not assign or subcontract its rights or obligations, under this Agreement without Pebble's prior written consent. Pebble may assign or subcontract its rights under this Agreement.
- 13.5 Nothing in the Agreement will constitute a partnership or joint venture between any of the parties, nor constitute any party the agent of the other. No party will have authority to bind the other.
- 13.6 A person who is not a party to this Agreement will not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 13.7 The Agreement constitutes the entire agreement and supersedes all previous agreements between the parties relating to its subject matter. No other representation or statement, whether or not in writing will form a term of the Agreement.



13.8 This Agreement will be governed in accordance with the law of England and Wales. The courts of England and Wales will have exclusive jurisdiction.



SCHEDULE 3 – SERVICES

1. OVERVIEW

- 1.1 Pebble shall provide the following Services to the Provider from the Live Date and until the end of the Term:
 - 1.1.1 providing information, reports and guidance concerning the Provider's use of the Pebble Platform, and how to best utilise the Pebble Platform;
 - 1.1.2 providing 24/7 access to the Pebble Platform and providing information and guidance concerning the use of the Pebble Platform;
 - 1.1.3 ongoing development and optimisation of the Pebble Platform to drive increases in performance and resilience; and
 - 1.1.4 providing dedicated customer success in relation to the Pebble Platform during Business Hours
 - 1.1.5 a maximum of 15 minutes per site as defined in Schedule 1 (Commercial Terms), per contract month of support will be included

SCHEDULE 4 – DATA PROCESSING AGREEMENT

1. General

1.1 In this Schedule 4 (Data Processing Agreement), the following capitalised terms shall have the meanings set out below:

“Provider Data”	Personal	means any Personal Data Processed by Pebble in connection with the provision of the Pebble Services under the Agreement;
“Data Laws”	Protection	means any data protection, privacy or similar laws that apply to data Processed in connection with the Agreement, including the GDPR, the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58 and any amendments to these laws or replacements of these laws, including, without limitation, any variations as may be required following or pursuant to Brexit;
“GDPR”		means the EU General Data Protection Regulation 2016/679;
“UK GDPR”		means the retained UK law version of the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419); and
“Sub-processor”		means any entity or person (excluding an employee of Pebble) appointed by or on behalf of Pebble to Process Provider Personal Data on behalf of Provider in connection with the Agreement.

1.2 The terms **“Data Controller”**, **“Data Processor”**, **“Data Subject”**, **“Member State”**, **“Personal Data Breach”** and **“Processing”** shall have the meanings given to them in Data Protection Laws.

2. CONTROLLER AND PROCESSOR OBLIGATIONS

2.1 This paragraph 2 relates to the following processing activities, in relation to which Pebble is deemed a Data Processor, and the Provider is deemed a Data Controller, pursuant to Data Protection Laws:

Subject matter and duration of the Processing of Personal Data:	The subject matter and duration of the Processing of Personal Data are set out in the Agreement.
The nature and purpose of the Processing of Personal Data:	To enable Pebble to provide the Pebble Services under the Agreement.
The types of Personal Data to be Processed:	<ul style="list-style-type: none"> • Full name • Date of birth

	<ul style="list-style-type: none"> • Contact information (email address, home address, business address and telephone number) • Role of Provider Personnel • Name(s) of child/children
The categories of Data Subject to whom Personal Data relates:	Provider Personnel, Care Seekers and Children.
The obligations and rights of the Provider:	The obligations and rights of the Provider are set out in the Agreement.

2.2 Both parties will comply with all applicable requirements of Data Protection Laws.

2.3 The Provider shall ensure that it has all necessary and appropriate consents and notices in place to enable lawful: (i) transfer of Provider Personal Data to Pebble; and (ii) Processing by Pebble of Provider Personal Data, for the purposes of this paragraph 2.

2.4 In relation to any Provider Personal Data Processed in connection with the performance by Pebble of the Pebble Services under this paragraph 2, Pebble shall:

- 2.4.1 only Process Provider Personal Data on the Provider’s documented instructions, unless Processing is required by applicable laws in which case Pebble shall, to the extent permitted by applicable laws, inform the Provider of that legal requirement prior to the relevant Processing of Provider Personal Data;
- 2.4.2 immediately inform the Provider if, in its opinion, an instruction given by the Provider infringes Data Protection Laws;
- 2.4.3 take reasonable steps to ensure the reliability of its staff who have access to Provider Personal Data, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality;
- 2.4.4 taking into account the nature, scope, context and purpose of the Processing, implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk including, as appropriate, the measures referred to in Article 32(1) of the GDPR;
- 2.4.5 taking into account the nature of the Processing and the information available to Pebble, Pebble shall, to a commercially reasonable extent, assist the Provider: (i) by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Provider’s obligations to respond to requests to exercise Data Subject rights laid down in Chapter III of the GDPR; and (ii) in ensuring compliance with the Provider’s obligations pursuant to Articles 32 to 36 of the GDPR;
- 2.4.6 notify the Provider without undue delay on becoming aware of a Personal Data Breach relating to the Provider Personal Data;
- 2.4.7 at the choice of the Provider, delete or return all Provider Personal Data to the Provider after the end of the provision of the Pebble Services and

delete existing copies of such Provider Personal Data unless required by applicable laws;

- 2.4.8 make available to the Provider information strictly necessary to demonstrate compliance with the obligations laid down in this Schedule 4 (Data Processing Agreement), including to allow for and contribute to reasonable audits (at the Provider's sole cost), conducted by the Provider or an auditor designated by the Provider; and
 - 2.4.9 only transfer Provider Personal Data to a country outside of the European Economic Area after implementing appropriate safeguards where required in accordance with Data Protection Laws.
- 2.5 The Provider hereby grants a general authorisation to Pebble to engage Sub-processors. Pebble shall inform the Provider of any intended changes concerning the addition or replacement of Sub-processors.
- 2.6 With respect to each proposed Sub-processor, Pebble shall ensure that the arrangement between Pebble and Sub-processor is governed by a contract, including terms which:
- 2.6.1 offer at least the same level of protection for Provider Personal Data as those set out in this Schedule 4 (Data Processing Agreement); and
 - 2.6.2 meet the requirements of Article 28(3) of the GDPR.
- 2.7 Where Sub-processors fail to fulfil their data protection obligations, Pebble shall remain fully liable to the Provider for the performance of the Sub-processors' obligations.

3. **independent controller OBLIGATIONS**

- 3.1 This paragraph 3 relates processing activities, concerning the Provider Personal Data, which are undertaken pursuant to Pebble's legitimate business purposes, in relation to which Pebble is deemed an independent Data Controller pursuant to Data Protection Laws.
- 3.2 Pebble shall comply with all applicable requirements of Data Protection Laws, and shall not cause the Provider to be in breach of Data Protection Laws.
- 3.3 The Provider shall ensure that it has all necessary and appropriate consents and notices in place to enable lawful: (i) transfer of Provider Personal Data to Pebble; and (ii) Processing by Pebble of Provider Personal Data, for the purposes of this paragraph 3.

SCHEDULE 5 – ONBOARDING ACTIVITIES

1. OVERVIEW

- 1.1 The Provider shall complete the following Onboarding Activities within five Business Days of the Effective Date:
 - 1.1.1 arrange an introduction between Pebble’s Customer Success Manager and the appropriate contact point at the Provider;
 - 1.1.2 arrange an onboarding meeting, during which:
 - (a) Pebble shall provide training in relation to the Pebble Platform;
 - (b) both parties shall agree the Live Date of the Pebble Services; and
 - (c) Pebble shall provide log-in credentials for the Pebble Platform;
 - 1.1.3 complete the onboarding questionnaire, as issued by Pebble;
 - 1.1.4 following the issue of marketing email templates by Pebble, promptly send out marketing emails to Care Seekers in order to introduce them to Pebble and the Pebble Platform;
 - 1.1.5 (where permitted to do so) following the issue of the relevant wording or notice (including a link to the Pebble Platform) by Pebble, promptly prominently display the wording or notice on the Provider’s website to introduce website visitors to Pebble and the Pebble Platform, in accordance with Pebble’s instructions; and
 - 1.1.6 following the issue of any other marketing collateral by Pebble (including posters, notices and other materials), promptly publish, post or display the relevant marketing collateral, in accordance with Pebble’s instructions.