

SCHEDULE 1 TERMS OF SERVICE

1. Interpretation

1.1 Definitions:

Applicable Law: all applicable laws, statutes, regulations and codes from time to time in force.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Contract Details: the document headed Contract Details to which these Conditions are attached.

Charges: the charges payable by the Customer for the supply of the Services by the Supplier, as set out in the Contract Details.

Conditions: these terms and conditions set out in clause 1 (Interpretation) to clause 21 (General) (inclusive).

Contract: the contract between the Customer and the Supplier for the supply of the Services made up of the Contract Details, these Conditions and any Schedules.

Customer Materials: all materials, equipment, tools, drawings, specifications and data supplied by the Customer to the Supplier.

Deliverables: all documents, goods, products and materials developed or supplied by or on behalf of the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts), and the Key Deliverables set out in the Contract Details.

Force Majeure Event: means any circumstance not within a party's reasonable control including: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (c) nuclear, chemical or biological contamination or sonic boom; (d) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (e) collapse of buildings, fire, explosion or accident; and (f) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or any company in the same Group as that party or any agent, subcontractor or supplier of such party);

Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection, which in each case subsist now or will subsist in the future in any part of the world.

Mandatory Policies: the Customer's mandatory policies and codes for contracts as notified by the Customer to the Supplier from time to time.

Personnel: mean each party's employees, officers, representatives, contractors, subcontractors (where agreed, in the case of the Supplier in accordance with clause 21.5) or advisers.

Representative: the Customer and Supplier representative set out in the Contract Details and appointed from time to time under clause 5.

Services: the services, including the provisions of any Deliverables, to be provided by the Supplier pursuant to the Contract, as described in Contract Details.

Services Start Date: the day on which the Supplier is to start provision of the Services, as set out in the Contract Details.

Subcontract: each subcontract between the Supplier and the relevant subcontractor as approved by the Customer in accordance with clause 21.5.

Supplier Application Form: means the supplier application form provided by the Customer to the Supplier and completed by the Supplier in accordance with clause 3.1.

Supplier IPRs: all Intellectual Property Rights either subsisting in the Deliverables (excluding any Customer Materials incorporated in them) or otherwise necessary or desirable to enable a Customer to receive and use the Services.

1.2 Interpretation:

- (a) A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all

subordinate legislation made from time to time under that legislation or legislative provision.

- (b) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of:
 - (i) another person (or its nominee), whether by way of security or in connection with the taking of security; or
 - (ii) its nominee.
- (d) A reference to writing or written includes email.
- (e) If there is any conflict or ambiguity between the terms set out in the Contract Details and this Schedule 1, this Schedule 1 shall prevail.

2. Commencement and term

The Contract shall commence on the date when the Contract Details have been signed by both parties and shall continue, unless terminated earlier in accordance with its terms.

3. Conditions

3.1 The Contract and the Customer's obligation to make any payment in respect of the Charges is conditional on the following conditions being fulfilled:

- (a) the Supplier completing and returning the Supplier Application Form to the Customer within seven (7) Business Days of receipt of the same from the Customer;
- (b) where the Supplier has been incorporated as a company in England and Wales within the period of twelve months prior to the Services Start Date, the Supplier shall certify to the Customer in writing signed by a director of the Supplier, that the Supplier is credit worthy and financially stable; and
- (c) the Supplier certifying to the Customer that all information contained in the Supplier Application Form is complete, accurate and up to date,

(together the “**Conditions**”).

3.2 If the Conditions are not satisfied or waived (by the Customer) by 6:00pm on the date falling ten (10) Business Days after the date this Contract is signed by both parties, this Contract shall cease to have effect immediately after that time on that except for clauses: 1 (Interpretation), 3 (Conditions), 21.4 (Assignment), 21.6 (Confidentiality), 21.8 (Entire Agreement), 21.9 (Variation), 21.10 (Waiver), 21.11 (Severance), 21.12 (Notices) and 23 (Governing Law).

4. Supply of services

4.1 The Supplier shall notify the Customer promptly if for whatever reason the information contained in the Supplier Application Form is or is likely to become incomplete, false or not up to date.

4.2 The Supplier shall supply the Services to the Customer from the Services Start Date in accordance with the Contract. In performing the Services, the Supplier shall meet, and time is of the essence as to, any performance dates specified in the Contract Details. If there are no performance dates set out in the Contract Details then the Supplier shall perform the Services within such timescales as the Customer may reasonable require.

4.3 In supplying the Services, the Supplier shall:

- (a) perform the Services and provide the Deliverables with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (b) provide all services and/or deliverables which are incidental and/or ancillary to the Services and Deliverables whether or not such services and/or deliverables are set out in the Contract Details;
- (c) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
- (d) only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;
- (e) ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Contract;
- (f) ensure that the Services and Deliverables shall conform in all respects with the service description set out in the Contract Details and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;

- (g) provide all equipment, tools, vehicles and other items required to provide the Services;
- (h) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
- (i) comply with: (i) all Applicable Laws from time to time in force; and (ii) the Mandatory Policies.
- (j) observe all health and safety rules and regulations and any other reasonable security and operational requirements that apply at any of the Customer's premises from time to time and are notified to the Supplier and/or not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; and
- (k) hold all Customer Materials in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation.

4.4 Any acceptance or approval (whether communicated by the Customer in writing or otherwise) relating to the Supplier's delivery or performance of the Services and/or Deliverables, or any delay or failure to communicate such approval or acceptance, shall be without prejudice any of the Customer's rights or remedies under or in connection with the Contract and shall not relieve the Supplier of any of its obligations pursuant to this Contract.

5. Contract Management

5.1 The Representatives shall meet and conduct review meetings to monitor the Services at a frequency agreed between the parties. Where the parties agree any outcomes following such meetings with regards to the quality, nature and scope of the Services, the parties shall document such any additions, clarifications and/or changes to the quality, nature and/or scope of any of the Services in a written document signed by each of the Representatives (the Agreed Outcomes) and such Agreed Outcomes shall form part of the description of the Services and this Contract.

5.2 Each party shall notify the other of any change in such party's Representative promptly in writing.

6. Customer's obligations

6.1 The Customer shall: (i) provide such access to the Customer's premises and data, and such office accommodation and other facilities as may reasonably be requested by the

Supplier and agreed with the Customer in writing in advance, to the extent necessary for the purposes of providing the Services; and (b) provide such necessary information for the provision of the Services as the Supplier may reasonably request.

- 6.2 A failure by the Customer to comply with the terms of the Contract can only relieve the Supplier from complying with its obligations under the Contract with effect from the date on which the Supplier notifies the Customer in writing and in reasonable detail of the Customer's failure and its effect or anticipated effect on the Services.

7. Title to Deliverables and Customer Materials

- 7.1 Title to any Deliverables shall pass to the Customer on the earlier of: (a) their delivery to the Customer; or (b) payment of the Charges for them. The Supplier transfers the Deliverables and all such goods and materials to the Customer free from all liens, charges and encumbrances.
- 7.2 All Customer Materials are and shall remain the exclusive property of the Customer.
- 7.3 Until ownership of the Deliverables has passed to the Customer, where such Deliverables are in the possession of the Supplier in a fiduciary capacity, the Supplier shall:
- (a) keep the Deliverables free from any charge, lien or encumbrance and store the Deliverables (at no cost to the Customer) separately from all other Deliverables of any third party in such a way that they remain readily identifiable as the Customer's property;
 - (b) not part with possession of the Deliverables;
 - (c) maintain the Deliverables in satisfactory condition; and
 - (d) notify the Customer immediately upon the happening of any of the termination events set out in clause 15.3.
- 7.4 Where the Supplier obtains any licences from any third party on behalf of the Customer, the Supplier shall ensure that it obtains the Customer's prior written consent and agreement to the terms upon which such licence is granted before such licence is obtained. If the Supplier breaches this clause 7.4, it shall procure that the licence is transferred to the Customer.

8. Data protection

The parties shall comply with their data protection obligations as set out in Schedule 2 (*Data protection*).

9. Intellectual property

- 9.1 The Supplier and its licensors shall retain ownership of all Supplier IPRs. The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials.
- 9.2 The Supplier grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual licence with the right to sub-license to copy and modify the Supplier IPRs for the purpose of receiving and using the Services and to the extent necessary to use, enjoy and exploit any Deliverables.
- 9.3 The Customer grants the Supplier a fully paid-up, non-exclusive, revocable, royalty-free, non-transferable licence to copy and modify the Customer Materials and the Deliverables for the term of the Contract for the sole purpose of providing the Services to the Customer in accordance with the Contract and only to the extent necessary to do so.
- 9.4 The Supplier hereby assigns all Intellectual Property Rights in the Deliverables with full title guarantee (free from all liens, charges, encumbrances and third party rights) to the Customer by way of a present assignment of future rights and with the intent that the same shall vest in the Customer immediately upon creation. The Supplier undertakes to execute, at the Supplier's expense, all documents, make all applications, give all assistance and do all acts and things as may, in the Customer's opinion, necessary to vest such Intellectual Property Rights in the name of the Customer.

10. Charges and payment

- 10.1 In consideration for the provision of the Services, the Customer shall pay the Supplier the Charges in accordance with this clause 10. All amounts payable by the Customer exclude amounts in respect of value added tax (VAT) which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 10.2 The Supplier shall submit valid VAT invoices in accordance with the Customer's payment policies and procedures for the Charges following the completion of the Services and/or the Deliverables to which the Charges relate to the Customer's satisfaction. Each invoice shall include all supporting information reasonably required by the Customer (including but not limited to the relevant purchase order number).
- 10.3 If the Supplier requires a deposit as part of the Charges for the Services, the Customer shall be entitled to retain the remaining balance of the Charges until the Services have been delivered to the Customer's satisfaction.

- 10.4 The Customer shall pay, by bank transfer, each invoice for undisputed Charges which is properly due and submitted to it by the Supplier, within thirty (30) days of receipt, to a bank account nominated in writing by the Supplier.
- 10.5 If the Customer fails to make any payment of any undisputed Charges due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 15 (Termination), the Customer shall pay interest on the overdue sum of any undisputed Charges from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when that base rate is below 0%.
- 10.6 The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
- 10.7 All amounts due under the Contract from the Supplier to the Customer shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

11. Indemnification

- 11.1 The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with:
- (a) any breach of by the Supplier of the terms of this Contract;
 - (b) the Supplier's negligent performance or non-performance of this Contract;
 - (c) the enforcement of the Customer's rights pursuant to this Contract;
 - (d) any breach of clause 18 (Anti-Bribery);
 - (e) any breach of clause 19 (Anti-facilitation of tax evasion);
 - (f) any breach of clause 20 (Anti-slavery and human trafficking);
 - (g) any liability incurred by the Customer as a result of the Supplier's failure to comply with Applicable Law;
 - (h) any claim brought against the Customer for actual or alleged infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or

in connection with, the receipt, use or onward supply of the Services and/or the Deliverables by the Customer and sub-licensees;

- (i) any claim brought against the Customer (including any claim arising from a transfer or deemed transfer of any contracts of employment of the Employees under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended));
- (j) any claim made against the Customer by a third party (including for death, personal injury or damage to property) arising out of or in connection with the provision of the Services and/or Deliverables, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Contract by the Supplier, its employees, agents or subcontractors.

12. Limitation of liability

12.1 Nothing in the Contract limits or excludes either party's liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any claim made under any indemnity set out in the Contract;
- (d) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession),
- (e) any other liability which cannot legally be limited, or
- (f) the Supplier's liability for wilful misconduct or abandonment or breach of the provisions set out under Schedule 2 (Data Protection) shall not be excluded or limited in any way.

12.2 Subject to clause 12.1, the Customer's liability to the Supplier, each Year, in contract, tort (including negligence), misrepresentation, restitution or otherwise arising under or in connection with the Contract shall not exceed one hundred percent (100%) of the Charges payable under the Contract in the relevant Year.

12.3 Subject to clause 12.1, the Customer shall not be liable to the Supplier for:

- (a) loss of profits;
- (b) wasted expenditure;
- (c) loss of sales or business;
- (d) loss of agreements or contracts;
- (e) loss of anticipated savings;
- (f) loss of use or corruption of software, data or information;

- (g) loss of or damage to goodwill;
(whether such losses are direct or indirect); or
- (h) any indirect, consequential or special loss.

13. Insurance

- 13.1 During the term of the Contract and for a period of six (6) years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover all liabilities that may arise under or in connection with the Contract. For the avoidance of doubt, the Supplier's professional indemnity insurance and public liability insurance, shall individually, in no circumstances ever be less than the Charges payable under the Contract.
- 13.2 The Supplier shall produce to the Customer immediately on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

14. Remedies

- 14.1 If any Services and/or Deliverables are not supplied in accordance with, or the Supplier fails to comply with, any terms of this Contract, the Customer shall be entitled (without prejudice to any other right or remedy) to exercise any one or more of the following rights or remedies:
 - (a) to rescind this Contract;
 - (b) to refuse to accept the provision of any further Services (and/or Deliverables) by the Supplier and to require the immediate repayment by the Supplier of all sums previously paid by the Customer to the Supplier under this Contract; or
 - (c) to require the Supplier, without charge to the Customer, to carry out such additional work as is necessary to correct the Supplier's failure,and in any case to claim such damages as it may have sustained in connection with the Supplier's breach or breaches of this Contract not otherwise covered by the foregoing provisions of this clause 14.

15. Termination

- 15.1 Without affecting any other right or remedy available to it, the Customer may terminate the Contract at any time by giving 30 days' written notice to the Supplier.

- 15.2 Without affecting any other right or remedy available to it, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- (a) in the Customer's opinion, the Supplier has committed a material breach of any term of the Contract;
 - (b) the Supplier repeatedly breaches any of the terms of this Contract in such a manner to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;
 - (c) the Supplier breaches clause 13 (Insurance);
 - (d) the Supplier undergoes a change of control (where "control" has the meaning given to it in section 1124 of the Corporation Tax Act 2010);
 - (e) the Supplier commits an act or omission, which in the Customer's reasonable opinion, has or is likely to bring the Customer's reputation into disrepute;
 - (f) the Supplier's financial position deteriorates to such an extent that in the Customer's reasonable opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 15.3 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 15.4 Termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry. Clauses: 7 (Title to Deliverables and Customer Materials), 8 (Data Protection), 9 (Intellectual Property), 11

(Indemnification), 12 (Limitation of Liability), 13 (Insurance), 16 (Exit Arrangements), 21 (General) shall continue in force on or after termination or expiry of the Contract.

16. Exit arrangements

16.1 On termination or expiry of the Contract for whatever reason:

- (a) where the Supplier has provided equipment, tools, vehicles and other items to provide the Services (Supplier Equipment) to the Customer and such Supplier Equipment is located on any premises or site belonging to or occupied by the Customer, the Supplier shall promptly remove such Supplier Equipment upon termination or expiry of the Contract and in any event no later than five (5) days after the termination or expiry of the Contract. If the Supplier does not remove or collect all of the Supplier Equipment within such time, the Customer shall be entitled to:
 - (i) charge to the Supplier all costs incurred by the Customer in storing such Supplier Equipment from the date of termination or expiry of the Contract; and
 - (ii) dispose of or destroy such Supplier Equipment without incurring any liability to the Supplier charge to the Supplier all costs incurred by the Customer in disposing of or destroying such Supplier Equipment.
- (b) the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been delivered or returned, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract; and
- (c) the Supplier shall, if so requested by the Customer, provide all assistance reasonably required by the Customer to facilitate the smooth transition of the Services to the Customer or any replacement supplier appointed by it. Such assistance shall include:
 - (i) the assistance set out in the Contract Details;
 - (ii) the provision of any data transfers, systems migration or any similar activities; and
 - (iii) providing access to the Customer and/or any replacement supplier to any information relating to the Services in the possession or control of the Supplier and any member of the Supplier's Personnel who are involved in the provision of the Services, to the extent necessary for the purpose of facilitating the smooth transition of the Services to the Customer or any replacement supplier appointed by it.

17. Audit

- 17.1 The Supplier shall allow the Customer (or its professional advisers) to access the Supplier's premises, personnel, systems and relevant records to: (a) verify the Supplier's compliance with this Contract; (b) monitor the Supplier's financial status and ability to perform its obligations under this Contract; (c) and to verify that the Charges and any other sums charged to the Customer under this Contract are accurate.
- 17.2 Subject to the Supplier's confidentiality obligations, the Supplier shall provide the Customer (and its professional advisers) with all reasonable co-operation, access and assistance in relation to each audit.
- 17.3 The Customer shall provide reasonable advance notice of its intention to conduct an audit.
- 17.4 The Customer and its professional advisers shall have the right to take copies of any records which they reasonably require and remove such copies and the Supplier shall provide the necessary facilities to assist in copying free of charge.

18. Anti-Bribery

- 18.1 The Supplier shall during the term of this Contract:
- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 (Relevant Requirements);
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - (c) establish, maintain and enforce its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Relevant Policies and clause 18.1(b);
 - (d) notify the Customer (in writing) if it becomes aware of any breach of clause 18.1(a) or clause 18.1(b), or has reason to believe that it has received a request or demand for any undue financial or other advantage in connection with the performance of this Contract;
 - (e) immediately notify the Customer (in writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier and the Supplier warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Contract.

18.2 The Supplier shall ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in performance of the Supplier's obligations under this Contract do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause (Relevant Terms). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.

18.3 For the purpose of this clause 18, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

18.4 Breach of this clause 18 shall be deemed a material breach under clause 15.3(a).

19. Anti-facilitation of tax evasion

19.1 The Supplier shall during the term of this Contract:

- (a) not engage in any activity, practice or conduct which would constitute either:
- (b) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
- (c) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;
- (d) establish, maintain and enforce its own policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person and to ensure compliance with clause 19.1(a);
- (e) notify the Customer in writing if it becomes aware of any breach of clause 19.1(a) or has reason to believe that it has received a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this Contract.

19.2 The Supplier shall ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in performance of the Supplier's obligations under this Contract do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 19 (Relevant Terms). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.

- 19.3 Breach of this clause 19 shall be deemed a material breach shall be deemed a material breach under clause 15.3(a).
- 19.4 For the purposes of clause 19, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017.

20. Anti-slavery and human trafficking

- 20.1 In performing its obligations under this Contract, the Supplier shall:
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force (**Anti-Slavery Laws**) including the Modern Slavery Act 2015;
 - (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales;
 - (c) include in contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 20;
 - (d) notify the Customer as soon as it becomes aware of any actual or suspected breach of clause 20.1(a) and clause 20.1(b); and
 - (e) maintain a complete set of records to trace the supply chain of all Services provided to the Customer in connection with this Contract; and permit the Customer and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 19.
- 20.2 The Supplier represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 20.3 Breach of this clause 20 shall be deemed a material breach under clause 15.3(a).

21. General

21.1 Non-solicitation.

- (a) The Supplier shall not, during the Term and for a period of six months thereafter, solicit the Customer's staff who have been employed or engaged in the provision or receipt of the Services during the previous twelve month other than by means of a national advertising campaign open to all comers and not specifically target at any staff of the Customer. "Solicit" means the soliciting of

such person, or endeavouring to entice them away from the Customer, with a view to engaging such person as an employee, director, sub-contractor or independent contractor.

- (b) Where the Customer has introduced the Supplier to a third party agency or partner of the Customer's (a **Customer Third Party**), the Supplier shall not, during the Term and for a period of six months thereafter, Solicit any individual employed or engaged by any Customer Third Party .
- (c) If the Supplier breaches clause 21.1(a) or 21.1(b), the Supplier shall pay to the Customer by way of liquidated damages an amount equal to fifty (50) per cent of the gross annual salary (as at the time of the breach) of the relevant individual. This provision shall be without prejudice to the Customer's ability to seek injunctive relief.
- (d) The Parties hereby agree that the formula specified in clause 21.1(c) is a reasonable estimation of the loss which would be incurred by a breach by the Supplier of this clause 21.1.

21.2 **Certification**

- (a) Upon each anniversary of the Services Start Date, the Supplier shall certify to the Customer in writing signed by a director of the Supplier:
 - (i) its compliance with clauses: 7 (Title to Deliverables and Customer Materials), 8 (Data Protection), 13 (Insurance), 18 (Anti-Bribery), 19 (Anti-Facilitation of Tax Evasion), 20 (Anti-Slavery and human trafficking), 21.1 (Non-solicitation) and 21.6 (Confidentiality); and
 - (ii) that all information contained in the Supplier Application Form is complete, accurate and up to date;
 - (iii) that the Supplier is solvent and financially stable, and
 - (iv) The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request.
- (b) The Supplier shall notify the Customer as soon possible after becoming aware of any issue which may prevent or adversely affect its ability to perform its obligations under this Contract.

21.3 **Force majeure.**

- (a) Subject to the affected party's compliance with clause 21.1(b), neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result a Force Majeure Event.
- (b) The affected party shall: (a) as soon as reasonably practicable after the start of the Force Majeure Event , notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect

of the Force Majeure Event on its ability to perform any of its obligations under this Contract; and (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

- (c) If the Force Majeure continues for one month, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

21.4 Assignment.

- (a) The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Contract.
- (b) The Customer may assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract to any member of its Group without the prior written consent of the Supplier.

21.5 Subcontracting.

- (a) The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.
- (b) Where the Customer consents to the use of subcontractors by the Supplier, such consent shall be conditional on: (i) the Supplier ensuring that each Subcontract includes: (1) confidentiality provisions equivalent to those set out in this Contract; and (2) the right, under the Contracts (Rights of Third Parties) Act 1999, for the Customer to enforce the terms of that Subcontract as if it were the Supplier; and (ii) the Supplier procuring that such subcontractors do not, use any of the Customer's confidential information other than as set out in this Contract.

21.6 Confidentiality.

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the Group to which the other party belongs, except as permitted by clause 21.6(b).
- (b) Each party may disclose the other party's confidential information: (i) to its Personnel who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its Personnel to whom it discloses the other party's confidential information are aware of the confidential nature of the confidential information before disclosure; and at all times, each party is responsible for its Personnel's

compliance with this clause 21.6; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- (c) The Supplier shall ensure that it enters into agreements with its Personnel which contain confidentiality provisions equivalent to those in this Contract.
- (d) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

21.7 Change of Control

The Supplier shall notify the Customer in advance and in writing of the Supplier undergoing a change of control (where “**control**” has the meaning given to it in section 1124 of the Corporation Tax Act 2010).

21.8 Entire agreement

The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract. Nothing in this clause shall limit or exclude any liability for fraud.

21.9 Variation

No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21.10 Waiver

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

21.11 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it

valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 21.11 shall not affect the validity and enforceability of the rest of the Contract.

21.12 Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be: (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or (ii) sent by email to the address specified in the Contract Details.
- (b) Any notice shall be deemed to have been received: (i) if delivered by hand, at the time the notice is left at the proper address; (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 21.12(b), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause 21.12 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22. Third party rights.

- (a) Except as stated in clause 22(b) below, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The Contract is made for the benefit of each member of the Customer's Group and each right granted and obligation owed to the Customer under the Contract shall be for the benefit of and be enforceable by each member of the Customer's Group pursuant to the Contract (Rights of Third Parties) Act 1999 and for these purposes references to the Customer shall include a reference to each member of the Customer's Group. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

23. Governing law

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive

jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

SCHEDULE 2 DATA PROTECTION

1. Introduction

1.1 The following terms shall have the following meanings in this Schedule 2:

Agreed Purposes: shall be agreed purposes set out in the Contract Details.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation.

Data Discloser: a party that discloses Shared Personal Data to the other party.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended 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); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Permitted Recipients: the parties to the Contract, the employees of each party, any third parties engaged to perform obligations in connection with the Contract.

Shared Personal Data: the personal data to be shared between the parties under paragraph 1 of this Schedule. Shared Personal Data shall be the data set out in the Contract Details.

PART 1 – DATA CONTROLLER TO DATA CONTROLLER

1. Shared Personal Data

This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

2. Effect of non-compliance with Data Protection Legislation

Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate the Contract with immediate effect.

3. Particular obligations relating to data sharing

Each party shall:

- (a) ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- (b) give full information to any data subject whose personal data may be processed under the Contract of the nature of such processing. This includes giving notice that, on the termination of the Contract, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (c) process the Shared Personal Data only for the Agreed Purposes;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by the Contract;
- (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (g) not transfer any personal data received from the Data Discloser outside the UK unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

4. Mutual assistance

- 4.1 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
 - (b) promptly inform the other party about the receipt of any data subject rights request;
 - (c) provide the other party with reasonable assistance in complying with any data subject rights request;
 - (d) not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;
 - (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
 - (f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
 - (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of the Contract unless required by law to store the Shared Personal Data;
 - (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
 - (i) maintain complete and accurate records and information to demonstrate its compliance with this Part 1; and
 - (j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.
- 4.2 The Supplier shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with the breach of the Data Protection Legislation by the Customer, its employees or agents, provided that the

Customer gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

PART 2 – DATA CONTROLLER TO DATA PROCESSOR

1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Part 2 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Provider is the Processor. The Contract Details sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of Personal Data and categories of Data Subject.
3. Without prejudice to the generality of paragraph 1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of the Contract.
4. Without prejudice to the generality of paragraph 1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:
 5. process that Personal Data only on the documented written instructions of the Customer which are set out in the Contract Details unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Customer;
 - 5.1 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 5.2 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

- 5.3 not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- 5.4 the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
- (a) the data subject has enforceable rights and effective legal remedies;
 - (b) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (c) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - (d) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 5.5 notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- 5.6 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Domestic Law to store the Personal Data; and
- 5.7 maintain complete and accurate records and information to demonstrate its compliance with this Part 2 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
- 5.8 The Customer does not consent to the Supplier appointing any third party processor of Personal Data under the Contract.
6. The Customer may, at any time on not less than 30 (thirty) days' notice, revise this Part 2 by replacing it with any applicable controller to processor standard clauses or similar terms adopted under the Data Protection Legislation or forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).
7. The Supplier shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with the breach of the Data Protection Legislation by the Customer, its employees or agents, provided that the Customer gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

