

# MASTER SERVICE AGREEMENT

## Section 1: Purpose

This agreement is made on [REDACTED] ("Effective Date") by and between **VRP Consulting LTD.**, a company incorporated in England and Wales with registered number 10880160 whose registered office is at 3rd Floor, 10 Foster Lane, London, EC2V 6HR ("VRP" or "Contractor") and [REDACTED] a company incorporated in [REDACTED] with registered number [REDACTED] and VAT number [REDACTED] whose registered office is at [REDACTED] ("Client").

## Section 2: Background

- VRP is in the business of creating and providing custom software solutions, integration solutions, consulting, managed or related services for its Clients;
- The Parties hereto desire to enter into an agreement pursuant to which the Client will engage VRP to develop certain software or perform certain services for the Client on the terms and conditions stated herein, supplemented with applicable statements of work, attached hereto; and
- The Parties hereby agree as follows:

## 1. DEFINITIONS

- 1.1. In this Agreement unless the context expressly provides otherwise the following definitions apply:

Agreement	this Master Service Agreement including any Exhibits;
Acceptance	means the confirmation of Client (including the implied confirmation subject to the terms of acceptance set forth below) that the Services were provided according to the terms of the Agreement and the applicable SOW;
Acceptance Testing	means the testing of any Software for conformance with the requirements stated in relevant SOW;
Client's Group	the group to which the Client belongs from time to time, its ultimate beneficial owner(s) and any and all companies directly or indirectly wholly or partly owned or controlled by such ultimate beneficial owner(s) and/or directly or indirectly associated or affiliated with the Client;
Confidential Information	means the terms of this Agreement in relation to either party, any and all confidential information, whether or not marked as "confidential", including, without limitation: (i) results of the services performed by VRP; (ii) technical information, including, without limitation, product data and specifications, tools, the source code, and other software information; (iii) business information that is not known to the general public, including, without limitation, accounting and financial information, sales and marketing information, investment strategies and techniques, shareholders information; (iv) employee information; and (v) confidential information disclosed by third parties;
Data Protection Law	all applicable laws and regulations relating to the processing and protection of personal data, including, but not limited to the General Data Protection Regulation;
Deliverables	all documents, items, plans and materials supplied by VRP, including any designs, source code, data and reports, in whatever form, which are developed, created, written, prepared, devised or discovered by VRP in relation to the Services;
Documentation	requirements, technical specifications, business logic, user manuals, pre-agreed in writing by the Parties under relevant SOW;
Intellectual Property Rights	any patent, copyright and related right, registered design, trade mark, service mark and any other rights of a similar nature or other industrial or intellectual property rights owned or used by the VRP or Client whether or not registered;

Services	the services which are set out and described in relevant SOW(s) to this Agreement, together with any other services which VRP provides or agrees to provide to the Client;
Software	a custom software solution created by VRP according to specifications set out in the relevant SOW and specially designated as "Software".
Statement of Work (SOW)	means a document that describes the specific Services, Deliverables or Software to be provided by VRP to Client or an entity of Client's Group;
Third-party software	software developed by companies other than VRP;
Working Day	any day other than a Saturday, Sunday or public holiday in England and Wales or as stated in relevant SOW(s).

1.2 In this Agreement, unless the context requires a different interpretation:

- a reference to a person includes a reference to a body corporate, association, that's person legal representatives, successors and permitted assigns, government and competent authority;
- reference to any statutory provision includes any modification or amendment of it;
- "writing" or "written" will include fax and e-mail unless otherwise stated.

## 2. ENGAGEMENT AND TERM

- 2.1. The Client hereby agrees to engage VRP, and VRP hereby agrees to perform certain Services or develop certain Software for the Client or members of Client's Group from time to time, pursuant to the terms of this Agreement. The Services to be performed by VRP, and any terms and conditions relating thereto, shall be set forth in detail in a Statement of Work (SOW) attached hereto, which shall be signed by the Parties. Each Statement of Work shall contain a description of the Services or Software, Deliverables, Documentation, schedule for performance, responsibilities, rates, and/or other applicable terms. Each Statement of Work shall reference this Agreement, and with or without such reference, the terms of this Agreement are incorporated into each Statement of Work. In the case of conflict, the terms of this Agreement shall prevail unless the Statement of Work expressly supersedes any specified provisions of this Agreement.
- 2.2. This Agreement shall commence on the Effective Date and will continue for 1 year unless terminated earlier by either party under the clause below. Thereafter, the term of this Agreement will automatically renew for additional one (1) year periods, unless sooner terminated as set forth herein.
- 2.3. VRP may terminate this Agreement or any SOW, with or without cause, at any time upon thirty (30) calendar days prior written notice to the Client of such termination. Client may terminate this Agreement or any SOW, with or without cause, upon fifteen (15) calendar days prior written notice to VRP. Termination would take place upon expiration of the named term and the last day of the name term would be considered as the effective date of the termination ("Termination Date"). Upon receipt of termination notice, unless otherwise agreed by the Parties in writing, VRP shall continue to provide Services according to the relevant SOW(s) up to and including the Termination Date and the Client shall pay VRP for the Services performed.

### **3. PAYMENTS**

- 3.1. The Client will pay the fees reflected in each SOW executed pursuant to this Agreement for the performance of the Services by VRP. The payment of such fees shall be made as follows:
  - 3.1.1. If the payment for Services is based upon billable hours, VRP shall monthly submit a timesheet in the form of an invoice, setting forth the number of billable hours for Services performed during that period of time under the applicable SOW.
  - 3.1.2. If payment is based upon the rate per month/per person, VRP shall submit monthly invoices setting forth the number of persons involved in the provision of Services during that period under the applicable SOW.
  - 3.1.3. If payment is based upon a project fixed price, VRP shall submit invoices following the payment schedule stated in the applicable SOW.
- 3.2. Client will pay the undisputed amounts to VRP within thirty (30) days upon the receipt of an invoice. If there is a conflict between the terms of payment specified above, and any duly executed SOW, the terms of the applicable SOW shall govern.
- 3.3. All fees are stated exclusive of any VAT and should be paid without any deduction of withholding tax.
- 3.4. The Parties agree that:
  - 3.4.1. Where invoices are not paid by the Client on the due date, VRP shall notify Client by e-mail;
  - 3.4.2. Five (5) Working Days after the date of receipt of such e-mail notification by Client ("The Notification Receipt Date") interest shall be payable by Client on the outstanding sum, at a rate of 1.5% per month.
- 3.5. VRP is responsible for all of its own expenses, including social security payments, workers compensation and unemployment compensation, if any, and any other expenses of doing business, except for travel and other expenses which Client specifically authorises in writing.

### **4. DELIVERY AND ACCEPTANCE**

- 4.1. **Services.**

VRP shall provide the Services according to the terms of this Agreement and relevant SOW. In course of providing Services the Deliverables are delivered upon creation, unless specified otherwise in the applicable SOW. The Client shall perform a thorough verification upon receipt of the Deliverables to verify whether the Deliverables conform to the warranties and requirements as described in this Agreement and applicable SOW. In case of non-conformity of the Services or Deliverables, Client shall inform VRP via motivated written notification no later than five (5) working days from the moment such non-conformity was discovered. In case of non-conformity confirmed, warranty provisions as set out in Clause 5.3.1 shall apply. In any event, Acceptance of the Services shall occur if no such notification received within five (5) business days after the receipt of an invoice for Services performed. Upon Acceptance of Services Client shall be deemed to have accepted all the related Deliverables and VRP shall be absolved from any further liability related to these Services and Deliverables.
- 4.2. **Software.**

If specified in an applicable SOW whereby VRP is creating a Software, VRP and Client shall jointly conduct Software Acceptance Testing during a ten (10) business days acceptance period ("Acceptance Period"). The Software Acceptance Testing will commence once the Software is operational in the Client designated environment(s). To successfully pass the Software Acceptance Testing Software shall meet the following

requirements: (i) comply with the provisions of the SOW; (ii) function in accordance with the specifications delineated in such SOW; and (iii) comply with a mutually agreed upon Software acceptance criteria which may be developed and agreed to in writing by Client and VRP and attached to the applicable SOW. Client accepts sole responsibility for (i) v's system configuration, design and requirements, (ii) the specifications of the Software to achieve Client's intended results and its ability to work with Client's systems and to support Client's business. If during the Software Acceptance Testing, Client determines that the Software does not substantially meet the above requirements, Client shall notify VRP in writing, specifying in detail the area of noncompliance. Failure to notify VRP in writing about any deviations discovered during the Acceptance Period will constitute the Acceptance of Software. In case of receipt of deviation notification, VRP shall use its good-faith efforts to correct all conditions which prevent the Software from substantially meeting the requirements set forth in the applicable SOW within ten (10) business days following receipt of notice from Client ("Extended Acceptance Period") and provide the Software for re-acceptance. Client should accept the corrected Software within two (2) business days or identify in writing the specific areas of noncompliance. Failure to notify VRP in writing will constitute Acceptance of Software. Upon receipt of written notice of noncompliance, another sixty (60) calendar days would be added to Extended Acceptance Period which will supply VRP with the time necessary to correct the deficiencies identified in the notice. Within five (5) business days after such sixty (60) day period ends, the Client will provide written notice to VRP indicating Client's Acceptance of Software, Client's desire to extend the acceptance period, or the Client's intent to terminate this Agreement and relevant SOW without penalty or further financial obligation. In the event of a termination, the Parties shall agree on the reduction of the price of Software according to the implemented functionality if the Software is partially functional. Notwithstanding anything contained herein, or any order to the contrary, Client shall be deemed to have accepted the Software if Client uses the Software in the operation of Client's business prior to completing the Software Acceptance Testing procedures.

## 5. LIMITED WARRANTIES

### 5.1. **For Services.**

For Services, VRP warrants to the Client that (i) the Services shall be performed and the Deliverables shall be manufactured in a competent, professional and workmanlike manner, in accordance with current industry standards, this Agreement and the applicable SOW, and (ii) VRP's personnel, contractors and subcontractors performing the Services hereunder shall be qualified to perform the tasks and functions to which they are assigned. VRP warrants that on the date of delivery of the Deliverables by VRP, VRP did not have knowledge of any third-party claim that alleges that the Deliverables infringe any Intellectual Property Rights of third parties. Except for the warranties set forth above, the Services and Deliverables are provided "AS IS" and all other warranties, expressed or implied, are hereby disclaimed, including any implied warranties of merchantability or fitness for a particular purpose. No specific result from the provision of Services is assured or guaranteed.

### 5.2. **For Software.**

VRP warrants to the Client that for a period of ninety (90) Days from the completion of Software Acceptance Testing ("Warranty Period") Software will perform in accordance with the specifications delineated in applicable SOW, provided that: (a) any error or defect detected is reproducible by VRP; (b) error or defect does not relate to Third Party Software or hardware configuration; (c) no modifications, changes or alterations were made to the Software by the Client or any third-parties after the Software Acceptance

Testing and (d) Client notifies VRP of such nonconformance within the warranty period. VRP does not warrant that the Software is error-free or that the Software will run uninterrupted.

- 5.3. For any breach of the warranties contained in this Agreement, Client's exclusive remedy and VRP's sole obligation and entire liability shall be limited to:

5.3.1. for Services, which do not conform to the warranties contained in this Agreement, provided that Client notifies VRP of such non-conformity in the manner provided in Clause 4.1, VRP shall, at its sole option, (i) re-perform the Services that were not as warranted at no additional charge under best endeavors, or (ii) refund the fees paid to VRP for the Services which were not as warranted or exclude this Services from relevant invoice;

5.3.2. for Software, which does not conform to the warranties contained in this Agreement, VRP will, at its sole option, and provided Client otherwise complies with the terms of this Agreement, (i) repair or replace the nonconforming Software within a commercially reasonable time period after receiving notice from Client of such nonconformance, or (ii) refund the amounts paid by Client for the nonconforming Software module upon receipt of the Software.

- 5.4. EXCEPT AS EXPRESSLY STATED IN THIS SECTION ENTITLED "LIMITED WARRANTIES", THERE ARE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT ANY SERVICES, DELIVERABLES OR SOFTWARE PROVIDED BY VRP TO CLIENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR NON-INFRINGEMENT, AND VRP EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES AND CONDITIONS.

## **6. LIABILITY**

- 6.1. Parties shall be responsible for any material breach of this Agreement and shall be liable in accordance with the requirements of Law of England and Wales, subject to limitations set out in Clause 6.2.

- 6.2. Limitation of Liability. The total aggregate liability of each Party in each year of this Agreement to the other Party (whether in contract, tort (including to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty), breach of statutory duty, misrepresentation or otherwise) in respect of claims arising out of or in connection with this Agreement (other than for payment of the Fees) shall be limited to 100% (one hundred percent) of the Fees paid and payable under all of the Statements of Work during the previous 12 months of this Agreement. In no event shall the Parties be liable for any indirect or consequential damages.

- 6.3. Nothing in this Agreement shall exclude or limit:

6.3.1. either Party's liability to the other Party for any death or personal injury resulting from the first Party's negligence;

6.3.2. either Party's liability to the other Party for any fraud, fraudulent acts or omissions or fraudulent misrepresentations by the first Party;

6.3.3. any liability which cannot be otherwise excluded or limited by law.

## **7. INDEMNIFICATION**

- 7.1. VRP will indemnify, defend and hold harmless Client from and against all damages, claims, suits and/or proceedings brought by any third party against Client alleging infringement or misappropriation of such third party's intellectual property rights by the Services, or resulting from VRP's breach of applicable Law, gross negligence or willful



misconduct. The foregoing indemnity includes, with respect to any resulting liabilities, losses, damages and costs awarded by a court or included as part of a final settlement, as well as reasonable attorneys' fees, in connection with the foregoing. If any third party infringement claim with respect to the Services may be or has been asserted, Client will permit VRP, at VRP's option and expense, to: (i) procure for Client the right to continue using or receiving the affected Work Product; (ii) replace or modify the affected Services to eliminate the infringement while providing substantially similar functionality; or (iii) terminate the SOW with respect to the affected Services and refund to Client any fees paid for the affected Services.

- 7.2. A party hereto shall indemnify and defend the other party against any suit, claim, or proceeding brought against the other party for direct damages due to bodily injuries (including death) or damage to tangible property which allegedly result from the negligence or willful misconduct of the defending party in the performance of this Agreement. The defending party shall pay all litigation costs, reasonable attorney's fees, settlement payments and such direct damages awarded or resulting from any such suit, claim or proceeding.
- 7.3. The foregoing obligations are conditioned on the indemnified party notifying the indemnifying party promptly in writing of such action, giving the indemnifying party's sole control of the defense thereof and any related settlement negotiations and cooperating and, at the indemnifying party's reasonable request and expense, assisting in such defense.

## 8. SUBCONTRACTORS AND OFFSHORE RESOURCES

VRP may subcontract its duties under this Agreement to the subcontractors. VRP will be responsible for the actions and inactions of its subcontractors and for conforming their actions to the requirements of this Agreement.

## 9. INSURANCE

- 9.1. VRP during the term of this Agreement shall maintain in force with an insurance company of repute:
- 9.1.1. A professional indemnity insurance with the following level of cover: GBP 5.000.000;
  - 9.1.2. Cyber and data insurance with the following level of cover: GBP 5.000.000;
  - 9.1.3. Public and products liability insurance with the following level of cover: GBP 5.000.000;
  - 9.1.4. Employer's liability insurance with the following level of cover: GBP 5.000.000.

## 10. INTELLECTUAL PROPERTY RIGHTS

### 10.1. Pre-existing Intellectual Property

All copyrights and other intellectual property rights existing prior to the Effective Date shall belong to the party that owned such rights immediately prior to the Effective Date ("Pre-Existing Intellectual Property").

### 10.2. Ownership of Deliverables

Parties agree that all copyrights, patents, trade secrets and other intellectual property rights, title and interest in or pertaining to all Deliverables made and created by VRP in fulfilling this Agreement shall exclusively belong to Client. If required to give effect to the foregoing, VRP herewith unconditionally assigns any and all intellectual property rights at

the time such rights are made and created by VRP in fulfilling this Agreement to the Client, regardless of whether such rights are protectable or not.

10.3. **License to Pre-Existing Intellectual Property**

In the event that VRP provides to Client, pursuant to this Agreement or any Statement of Work, any Pre-Existing Intellectual Property or any other materials which have been developed independent of, and not for purposes of, this Agreement, VRP grants Client a non-exclusive, worldwide, perpetual license regarding such items including without limitation granting sublicenses to Client to use such items for the purposes set forth in the Agreement.

**11. TRADEMARK/ LOGO USAGE**

Hereby Client grants to VRP and its affiliates a non-exclusive, non-assignable, non-transferable, free of charge and revocable license to use the Client's trademark/logo and company name for advertising and promotion purposes on VRP's website, promotion /other materials. Parties agree that such granting is revocable by Client at any time, in Client's sole and absolute discretion.

**12. FORCE MAJEURE**

- 12.1. A Party (the "Affected Party") shall not be in breach of this Agreement nor be liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from any event or condition beyond the reasonable control of a Party, including but not limited to, acts of God, fire, natural disaster, terrorism, sabotage, internet failure, labor stoppage or industrial dispute, war or military hostilities, criminal or wrongful acts of third parties (Force Majeure Event). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed, provided that if the period of delay or non-performance continues for more than 30 days, the Party not affected may terminate this Agreement by giving 14 days' written notice to the Affected Party.
- 12.2. If a Force Majeure Event occurs, the Affected Party shall use all reasonable endeavors to mitigate the effect of the Force Majeure Event and to carry out its obligations under this Agreement in any way that is reasonably practicable.

**13. DATA PROTECTION**

- 13.1. Definitions in this article will follow the definitions as defined in the General Data Protection Regulation.
- 13.2. VRP shall:
- 13.2.1. only carry out Processing of any Client's Personal Data on Client's instructions;
  - 13.2.2. implement and maintain appropriate technical and organisational measures to protect any Client Personal Data against unauthorised or unlawful processing and accidental loss or damage;
  - 13.2.3. not transfer Client Personal Data outside the EU without Client's prior written consent;
  - 13.2.4. not subcontract any processing of Client's Personal Data without the prior written authorisation of Client;
  - 13.2.5. comply with its obligations under any applicable Data Protection Law;



- 13.2.6. notify Client in writing of any notices in connection with the processing of any Client Personal Data and provide such information and assistance as Client may reasonably require; and
- 13.2.7. promptly and fully notify Client in writing if any Client Personal Data has been disclosed in breach of this clause and co-operate fully with Client in respect of all reasonable measures that should be taken in response.
- 13.3. VRP shall take reasonable precautions to preserve the integrity of any data which it processes and to prevent any corruption or loss of such data.
- 13.4. This Agreement does not transfer ownership of or create any licenses (implied or otherwise), in any Intellectual Property Rights in any data.
- 13.5. If there is an inconsistency between any of the provisions of this Clause and the provisions of an agreement entered into between the Parties or a relevant Statement of Works in connection with data protection, the provisions of the latter shall take precedence to any conflicting provisions set out herein.

#### **14. RESTRICTED ACTIVITIES**

- 14.1. Client and VRP agree that the only relationship created by this Agreement is that of an independent contractual relationship. VRP is not to be considered an agent or an employee of Client for any purpose, and cannot bind Client to any contractual obligations with any third persons. Neither VRP nor its employees are entitled to any benefits that Client provides for its employees.
- 14.2. Non-Solicitation. During the term of the Agreement and two (2) years after the Termination Date (Non-Solicitation Period) neither Party shall, either directly or indirectly, on its own behalf or on behalf of others, engage in active hiring efforts, solicit or induce any person who is an employee or independent contractor of the other Party, or any person who was an employee or independent contractor of the other Party during the two (2) years prior to the Termination Date, and with whom such Party had material contact during the term of the Agreement, to leave or cease his or her employment or independent contractor relationship with the other Party, or hire, or engage the services of such employee or independent contractor.

#### **15. CONFIDENTIAL INFORMATION**

- 15.1. In connection with the performance of services for the Client, Client may disclose to VRP, or VRP may have access to Client's Confidential Information.
- 15.2. VRP shall not disclose any Confidential Information to any third party, nor shall VRP use any Confidential Information for any purpose other than the performance of VRP's services for Client hereunder. All materials furnished to VRP by Client shall be considered Confidential Information, shall remain the property of Client and shall be returned to Client promptly upon the termination of this Agreement or at Client's earliest request. VRP shall not copy, reproduce or appropriate for its benefit or the benefit of any third party, any of the Confidential Information.
- 15.3. VRP's obligations under this section will continue for each item of Confidential Information until such time as VRP can show that such item of Confidential Information (i) is or becomes publicly available other than as a result of any act or failure to act by VRP; (ii) was known to VRP, without an obligation to keep it confidential, prior to VRP's receipt of such item of Confidential Information from Client; or (iii) has legally and properly been received by VRP from a person other than Client, through no breach of any agreement with VRP or Client and without an obligation to keep it confidential.

**16. ANTI-BRIBERY**

- 16.1. VRP acknowledges and agrees that Client will not tolerate bribery in any form in connection with the conduct of its business.
- 16.2. VRP shall comply with the Bribery Act 2010 and shall not (either directly or indirectly): (i) do or omit to do anything which might adversely affect or damage the reputation or brand of Customer or bring Customer or its Affiliates into disrepute; (ii) in any way be involved in the giving or receiving of a bribe, regardless of any local custom or practice and regardless of the size of the bribe, intending to obtain or retain a business or other advantage for Customer and/or its Affiliates; (iii) offer, promise or give a financial or other advantage to anybody intending that he/she does something improperly for the benefit of Customer and/or its Affiliates; (iv) request or accept benefits from anyone on a scale that might be seen to create an unreasonable obligation to that party or create a conflict of interest for Customer and/or its Affiliates; or (v) make or receive any payments which might be regarded as 'unusual' to speed up any process whether or not it is referred to as a facilitation payment or bribe to seek to obtain or retain an advantage in the conduct of business for Customer and/or its Affiliates or influence business decisions by Customer and/or its Affiliates.

**17. DISPUTE RESOLUTION AND GOVERNING LAW**

- 17.1. If there is any dispute between the Parties arising from or in connection with this Agreement, a Party seeking to invoke the provisions of this clause must give (1) written dispute notice to the other Party specifying the nature of the dispute and send the other Party such notice to seek in good faith to resolve it. The other Party shall answer to such notice within 10 days of the notice being sent. If after 10 days the dispute has not been completely resolved Parties should apply to (2) Mediation (as set forth below).
- 17.2. Mediation. Before any dispute may be submitted to the court as set forth below, such dispute shall be submitted to mediation, with a mediator mutually agreed upon between VRP and Client. If within forty-five (45) days of the appointment of the mediator, the dispute has not been completely resolved, any remaining issues shall be submitted to the court as set forth below.
- 17.3. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed and construed in accordance with the laws of England. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved in Courts of England and Wales.

**18. NOTICES**

Any notices required, or sought to be provided, under the terms of this Agreement shall be deemed effective if delivered by e-mail, certified mail or overnight courier service with a receipt signed by the party to whom it is addressed, and sent to the following addresses:

**If to VRP:**

ATTN Will Lamb

**If to Client:**

ATTN

3rd Floor, 10 Foster Lane,  
London, EC2V 6HR, United Kingdom



## **19. SURVIVABILITY**

The parties understand that the obligations under Sections 3-7, 10, 13-15, 17 of this Agreement shall survive the termination of this Agreement (along with other terms that by their nature are intended to survive), and VRP and Client shall be bound by such obligations after termination hereof.

## **20. GENERAL**

- 20.1. This Agreement shall constitute the whole of the terms agreed between the Parties hereto in respect of the subject matter of this Agreement provided that nothing in this Clause shall limit a party's liability for fraudulent misrepresentation.
- 20.2. This Agreement is severable in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of this Agreement.
- 20.3. Parties agree that documents could be sent by e-mail. Parties agree to use electronic signature (via DocuSign or any other tool). All the documents signed by electronic signature are legally binding.

## Section 3: VRP's Corporate Social Responsibilities

As part of VRP's drive towards net carbon zero operations, our commitment to support sustainable global impact projects, and as part of our Pledge 1% program, VRP will make a donation on behalf of the Client in proportion to the work effort agreed within a signed SOW. The number of trees planted on behalf of the Client will be calculated in a ratio of 5 days (40 hours) sold to 1 tree planted, with a minimum of one tree. Each donation will be posted on a public-facing website (updated monthly in arrears): <https://forest.plant-for-the-planet.org/vrp-consulting/> in an anonymised manner, i.e. by listing the industry and geo-location (not the name of the Client), unless the Client makes a request for VRP to name them directly.

VRP's partnership with Plant-for-the-Planet Foundation contributes to their mission of planting a Trillion Trees and empowering the next generation to make a stand for a more sustainable life in the future.

## Section 4: Authorisation & signatures

In witness whereof this agreement was entered on the Effective Date.

**Client**

**Company  
Address**

**Authorised  
Representative  
Title**

**Authorised  
Signature**

VRP Consulting Ltd

**Company  
Address**

VRP Consulting Ltd  
3rd Floor, 10 Foster Lane  
London, EC2V 6HR  
United Kingdom

**Authorised  
Representative  
Title**

Will Lamb  
Chief Revenue Officer

**Authorised  
Signature**