



STANDARD TERMS OF BUSINESS FOR THE SUPPLY OF TECHNOLOGY CONSULTANCY SERVICES

These Terms of Business together with the Work Order constitute the entire agreement (the "Agreement") entered into by and between Next Ventures Limited, a company registered in England and Wales under company number 4091619, having its registered address at 140 Aldersgate Street, London, EC1A 4HY ("N-V") and [REDACTED], a company registered in [REDACTED] under company number [REDACTED], having its registered address at [REDACTED] (the "Client") (together "the Parties").

WHEREAS:

- A. N-V is a professional service company that provides various IT consultancy services on a time and material or on a deliverables (contract for work) basis to perform for the benefit of clients (the "Technology Consultancy Services");
- B. The Client has indicated a requirement for the Technology Consultancy Services and N-V has agreed to supply the Technology Consultancy Services on the terms and conditions stated herein; and
- C. The Parties have agreed to execute this Agreement and to execute a Work Order in substantially the same form as Schedule 1 (each a "Work Order") or a SOW in substantially the same form as Schedule 2 (each a "SOW") to record specific terms that relate to the service and/or deliverables requirements, including but not limited to a description of the Technology Consultancy Services to be supplied and/or the deliverables to be completed.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

- 1.1 The provisions below shall have the following meanings, unless the context otherwise requires:

"Affiliate" shall mean a company that is related to another company at the point of entering this Agreement or at any time thereafter by one owning controlling shares of the other, by common ownership or by other means of control. For the avoidance of doubt, the Client's holding company or parent company is considered an Affiliate for the purposes of this Agreement as is any entity within the Client's corporate group.

"Agreement" shall mean this Agreement, each Work Order executed hereunder and the Authorised Timesheets.

"Authorisation" shall mean a physical or electronic approval of Timesheets by the Client or End-Client whether by email, physical signature on a manual Timesheet or via an electronic time recording programme or portal. **"Authorise", "Approve", "Sign", "Signature"** or similar shall be construed accordingly.

"Authorised Expenses" shall mean any and all expenses incurred with the Client's written approval, including any expenses specified by the Client in the appropriate Work Order or elsewhere, provided

that any claim is supported by copies of valid receipts or other such evidence of expenses incurred.

"Charge Rate" shall mean the fees payable by the Client to N-V on an hourly, daily or other such basis as agreed between the Parties in the applicable Work Order, SOW or elsewhere, excluding any applicable value added tax ("VAT") or any other such overseas equivalent and based on the total cost of supplying the Professional Services.

"Confidential Information" shall mean all information of a confidential nature including without limitation all unpatented designs, drawings, data, specifications, manufacturing processes, testing procedures and all other technical business and similar information including all readable or computer or other machine readable data, logic diagrams, flow charts, coding, source or object codes, listings, test data, test routines, diagnostic programmes or other material relating to or comprising software and any and all other information relating to the business and affairs of N-V, the Client and the End-Client including without limitation information relating to the terms of this Agreement, the margins, Charge Rates, and relating to the identity and business affairs of the Parties and which could reasonably be expected to be regarded as confidential, whether or not any such tangible information is marked as 'Confidential'.

"End-Client" shall mean the entity specified in the Work Order or SOW (if applicable) including but not limited to the customer or end-user of the Client for whom the Consultant performs the Technology Consultancy Services.

"End Date" shall mean the expected date the Technology Consultancy Services are expected to finish as specified in the applicable Work Order or SOW.

"Intellectual Property Rights" shall mean copyrights, patents, utility models, trademarks, service marks, design rights (whether registered or unregistered), database rights, know-how, specifications, data, software and proprietary information rights.

"Notice Period" shall have the meaning specified in the applicable Work Order or SOW.

"Timesheet" shall mean a record of time and materials spent in completing the Technology Consultancy Services provided when performed on a time and material basis.



“**Work Location**” shall mean the designated location specified in the Work Order or SOW where the Technology Consultancy Services are carried out, or any such place as the Parties may agree from time to time.

2. Duration and Termination of the Agreement

2.1 This Agreement shall come into force on the date of the last signature of the Parties and shall remain in effect for an initial term of twelve (12) months. At the end of the initial term, this Agreement will automatically renew for subsequent periods of twelve (12) months, unless or until terminated by the Parties in accordance with this Agreement.

2.2 This Agreement may be terminated at any time by either Party upon thirty (30) days’ written notice to the other Party. The termination of this Agreement shall not affect the validity of a Work Order or SOW unless such Work Order or SOW have been terminated separately in accordance with Clause 3.

2.3 Notwithstanding any other provision contained herein, either Party shall be entitled to terminate this Agreement by written notice if the other Party commits or allows any breach of this Agreement and fails to remedy any such breach (where such breach is reasonably capable of being remedied) within thirty (30) days after notice has been given in writing to the defaulting Party.

2.4 Either Party may terminate this Agreement in writing with immediate effect without prejudice to any of its other rights if any action, application or proceeding is taken in respect of the other Party for a voluntary arrangement, composition or reconstruction of its debts, for the presentation of an administration petition, for its winding up or dissolution, for the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer or for any similar action, application or proceeding in any jurisdiction to which it is subject, or if it is unable to pay its debts. Termination of this Agreement will be without prejudice to the rights and liabilities of the Parties arising under or in connection with this Agreement prior to, or as a result of, such termination. Any fees payable under this Agreement will continue to be payable for the Technology Consultancy Services up to the date of termination of the Work Order/SOW or under Clause 10.

2.5 For the avoidance of doubt, Clauses 3, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16 will survive termination of this Agreement for whatever reason. Termination of this Agreement shall not affect the validity of any Work Orders/SOWs under which Technology Consultancy Services are provided. For the avoidance of doubt, Clause 3 shall apply to those Work Orders/SOWs.

3. Duration and Termination of a Work Order/SOW

3.1 Each Work Order/SOW shall expire on the End Date specified in the Work Order/SOW, by either Party giving notice to the other Party as per the Notice Period, or otherwise in accordance with this Agreement.

3.2 The Client and N-V may agree to terminate a Work Order/SOW by written notice with immediate effect if:

- (i) the Technology Consultancy Services are not carried out in accordance with the Work Order/SOW;
- (ii) N-V was unable to perform the Technology Consultancy Services for any reason for a period of thirty (30) consecutive days; or
- (iii) the conduct of the individual performing the Technology Consultancy Services on behalf of N-V, in the reasonable opinion of the Parties, constitute gross misconduct, wrongful or dishonest behaviour and N-V is not able to provide a suitable substitute.

3.3 In order for the Client to terminate a Work Order/SOW in accordance with Clause 3.2, the Client must provide N-V a detailed written account of the reason(s), circumstances and justification the Client considers to be sufficient for such early termination. The Client shall provide such information in the form of an Early Termination Request, a copy of which is set out in Schedule 3 to this Agreement.

3.4 N-V shall review the completed Early Termination Request form and approve such termination within a reasonable timeframe providing that N-V is satisfied that the details provided by the Client are sufficient in accordance with Clause 3.2. For the avoidance of doubt, in the absence of N-V’s approval (such approval not to be unreasonably withheld), termination of the Work Order/SOW shall be in accordance with the Notice Period and N-V shall invoice the Client for any Technology Consultancy Services provided during such Notice Period. In such case, the Client shall allow N-V to perform the Technology Consultancy Services in accordance with the Work Order/SOW, if possible.

4. N-V’s Obligations

In providing the Technology Consultancy Services to the Client, N-V shall:

- (i) carry out the Technology Consultancy Services via suitably skilled and experienced individuals;



- (ii) perform the Technology Consultancy Services in accordance with accepted industry standards on a time and material or scope of work basis for the period specified in the Work Order/SOW; and
- (iii) provide a dedicated Client account manager to give assistance with any change requests, disputes, issues or other matters which arise.

5. Client's Obligations

5.1 To enable N-V to effectively provide the Technology Consultancy Services, the Client:

- (i) will specify its requirements for the Technology Consultancy Services with sufficient detail and liaise with N-V to ensure that such requirements are met to the Client's and/or the End-Client's reasonable satisfaction;
- (ii) will, wherever possible, cooperate with N-V so as to allow them to choose their own individuals to provide the Technology Consultancy Services and allow N-V to provide substitutes if so required, as well for the individual(s) performing the Technology Consultancy Services to choose their own schedule, methods and equipment;
- (iii) shall not treat the individual performing the Technology Consultancy Services on behalf of N-V in any way which is inconsistent with, undermines and/or breaches this clause 5.1, including but not limited to:
 - (a) entering into any direct contractual or employment relationship with the individual;
 - (b) exercising control over the individual's day-to-day performance of the Technology Consultancy Services;
 - (c) integrating the individual into the Client and/or End-Client's business;
 - (d) otherwise treating the individual in the same or similar manner as the Client or End-Client would treat its employees;
- (iv) shall supply N-V with all other necessary documents, internal policies, materials, data or information as well as providing access to the Work Location; and

- (v) shall promptly notify N-V in writing of any complaints the that Client and/or End-Client may have in relation to the Technology Consultancy Services. Such notification shall contain sufficient details of the complaint to enable N-V to remedy the situation and/or work with the Client to identify an appropriate solution within a reasonable timeframe.

5.2 The Client shall be responsible for the acts or omissions of the End-Client in relation to the obligations contained within this Clause 5. The Client shall indemnify N-V against any loss, liability, claim, damage, expense (including legal fees), fines, tax, social security contributions and/or cost suffered by N-V as a result of any breach by the Client or End-Client of this Clause 5.

5.3 Where Technology Consultancy Services are provided on a scope of works basis, details of the relevant works, milestones and deliverables shall be outlined in the SOW. Where the Client wishes to amend the SOW or where the Client wishes N-V to undertake works which, in the reasonable opinion of N-V, do not form part of the original SOW, the Client and N-V shall agree a separate Work Order or SOW to cover any additional Technology Consultancy Services which shall be provided on either a time and materials or a scope of works basis.

6. Timesheets

6.1 Unless the Parties agree that the Technology Consultancy Services shall be performed on a scope of works basis, the Client shall review and Authorise Timesheets on a monthly basis (or other interval as agreed between the Parties), verifying both the time spent providing the Technology Consultancy Services and the quality of those Technology Consultancy Services. Authorised Timesheets shall constitute full and final acceptance of the Technology Consultancy Services during the relevant period and such approval confirms the Client's and/or End-Client's agreement to both the hours worked and the manner, quality and content of the Technology Consultancy Services provided.

6.2 The Client warrants that they shall not withhold or refuse to Authorise a Timesheet without reasonable cause. The Client warrants that they will only refuse to Authorise all or part of a Timesheet if:

- (i) the Timesheet or part thereof is not an accurate reflection of the time spent providing the Technology Consultancy Services; and/or
- (ii) the Client, acting reasonably, is dissatisfied with any of the Technology Consultancy Services, has complied with the procedure set out in Clause 5.1(v), and the Client has notified N-V of its decision to withhold Authorisation



within three (3) working days of receiving the relevant Timesheet or of becoming aware of the event which has given rise to their decision, whichever is the earlier.

6.3 Upon receiving the Client's notification under Clause 6.2, the Parties shall use all commercial effort to reach a reasonable and timely settlement.

6.4 The Client shall remain liable to pay all or any undisputed Timesheets (in whole or part).

7. Payment

7.1 N-V will issue invoices to the Client following the end of each calendar month. In case the Technology Consultancy Services are provided on a time and material basis, each invoice shall be calculated in accordance with the time spent in providing the Technology Consultancy Services, multiplied by the applicable Charge Rate. In case the Technology Consultancy Services are based on a SOW, payment will be made based on milestones and deliverables as defined in the respective SOW. The Charge Rate, together with any supplementary or special rates for additional time, weekends and bank holidays shall be specified in the Work Order/SOW. Such invoices shall also include any Authorised Expenses or other costs provided for in the Work Order/SOW.

7.2 In the event that the Client has requested, and the individual has provided, Technology Consultancy Services which, in the reasonable opinion of N-V, fall outside of the scope of an executed SOW, the additional works shall be charged on a time and material basis.

7.3 The Client will pay all invoices within thirty (30) days of the invoice date.

7.4 Without prejudice to any other remedy available in law or under this Agreement, N-V reserves the right to suspend the Technology Consultancy Services, either on a temporary or permanent basis, if the Client fails to pay the undisputed invoices as per Clause 7.2.

7.5 In the event that the Client fails to pay invoices within the time stated in Clause 7.2, N-V shall be entitled to charge interest at four percentage points (4% points) per annum above the Barclays Bank PLC base-rate. For the avoidance of doubt, this Clause shall not prejudice N-V's right to claim interest pursuant to the Late Payments of Commercial Debts (Interest) Act 1998, as amended by the Late Payment of Commercial Debt Regulations 2013.

8. Affiliates

The Parties agree that Affiliates of either Party may enter into Work Orders/SOWs based on the terms of this Agreement. By entering into each Work Order/SOW, the parties are entering into an Agreement which is exclusive to the signatories to that Work Order/SOW and each party shall be liable under the terms of this Agreement for the Technology Consultancy Services in that Work Order/SOW as if they were the parties named as Client or N-V (as appropriate) in this Agreement.

9. Confidentiality

9.1 Save as permitted by law and as permitted under this Agreement, neither Party shall disclose any Confidential Information regarding the other Party or this Agreement during its term and for a period of three (3) years following its termination or expiry without the prior consent of the other Party. Each Party undertakes to restrict disclosure of such Confidential Information to its employees or subcontractors who require knowledge of such information on a need-to-know basis for the purpose of this Agreement.

9.2 The Client shall not discuss the Charge Rate or any such fees with the individual performing the Technology Consultancy Services on behalf of N-V and shall refer any pay rate or Charge Rate queries to N-V.

9.3 Each Party agrees to notify the other Party if they become aware of the use or knowledge of any Confidential Information by an unauthorised person whether during or after the term of this Agreement and will provide reasonable assistance to the other Party to deal with any unauthorised disclosure.

9.4 For the avoidance of doubt, nothing in Clause 9 shall prevent the necessary disclosure of information to either Party's professional advisors, officers, employees, agents, representatives and subcontractors or as required or permitted by law.

10. Liability

10.1 N-V shall not be liable to the Client for any indirect or consequential loss, howsoever arising (including negligence) and/or loss of business, goodwill or profits, loss of data, costs of overhead, wasted management time, labour costs and loss of opportunity costs (whether or not N-V is aware of the possibility of such loss).

10.2 Any mediation, litigation or other legal proceeding involving the Parties shall be commenced within one (1) year after the



accrual of the cause of action or applicable statute of limitations, if shorter. Notwithstanding the aforementioned, the Parties agree that in relation to a claim for unpaid invoices under Clause 7, the statutory limitation period shall apply.

10.3 Notwithstanding any other provision in this Agreement to the contrary and save in the case of death or personal injury resulting from either Party's negligence, or in other circumstances where liability is not capable of being excluded or limited under applicable law, N-V's total aggregate liability to the Client arising under or in connection with this Agreement, whether in tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise shall not under any circumstances exceed the value of the invoices paid by the Client to N-V in the 12 months preceding the date that the event giving rise to the liability was first notified in writing to N-V or GBP 500,000, whichever is the lesser.

10.4 The Client acknowledges that in entering into this Agreement, they have not relied on any representations, warranties or assurances by N-V other than those expressly set out in this Agreement, provided that nothing in Clause 10 shall operate to limit or exclude any liability for fraudulent misrepresentation between N-V and the Client.

11. Restrictions

11.1 The Client and its Affiliate shall not, and the Client shall procure that the End-Client and any of its Affiliates shall not, for the duration of this Agreement and for twelve (12) months following its termination or expiry, directly or indirectly in any capacity whatsoever other than through N-V, be permitted to make use of the services of an individual performing the Technology Consultancy Services on behalf of N-V.

11.2 Should the Client, the End-Client or any of their Affiliates breach Clause 11 by either re-engaging the services of or by permanently employing the individual named above, an introduction fee equivalent to 13 weeks' Charge Rate in the case of a contract for services and 30% of the annual basic salary in the case of an employment relationship will be payable to N-V by the Client. The Parties agree that the payment of an introduction fee under this Clause 11.2 constitutes liquidated damages and represents a genuine and reasonable pre-estimate of the losses incurred by N-V.

11.3 For the duration of six (6) months from the termination or expiration of an individual Work Order, the Client shall not, without approval from N-V, work, collaborate or engage with a former employee of N-V whom they had contact with in connection with the placement related to that Work Order, in a nature which competes with N-V.

12. Data Protection

12.1 The Client shall comply, and warrants that it has complied, with all applicable data protection and privacy laws and regulations in any relevant jurisdiction, including the General Data Protection Regulation (GDPR) (EU) 2016/679 (together the "Data Protection Laws") and shall not, by any act or omission, put N-V in breach of any of the Data Protection Laws in connection with this Agreement.

12.2 Where the Client or the End-Client processes personal data (as defined in the Data Protection Laws) on the specific instructions of N-V, the Client shall use, and shall procure that the End-Client uses their reasonable endeavours to:

- (i) implement appropriate technical, operational and organisational measures to protect such personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (in particular, where the processing involves the transmission of data over a network) and against all other unlawful forms of processing; and
- (ii) provide full co-operation and assistance to N-V in allowing data subjects (as defined in the Data Protection Laws) to have access to that data and/or to ensure that the data is deleted or updated by N-V or the data subject if requested.

12.3 The Client shall indemnify N-V against any loss, liability, claim, damage, expense (including legal fees) and/or cost suffered by N-V as a result of any breach by the Client of Clause 12.

13. Anti-Bribery

13.1 The Client acknowledges and agrees that N-V will not tolerate bribery in any form in connection with the conduct of its business.

13.2 The Client shall:

- (i) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption (together the "Anti-Bribery Laws"), including without limitation the Bribery Act 2010;
- (ii) not engage in any activity, practice or conduct which would constitute an offence under the Anti-Bribery Laws;
- (iii) not do, or omit to do, any act that will cause N-V to be in breach of the Anti-Bribery Laws; and



- (iv) promptly report to N-V any request or demand for any undue financial or other advantage of any kind received by the Client in connection with the performance of this Agreement.

13.3 Breach of Clause 13 shall be deemed a material breach of this Agreement.

13.4 The Client shall fully indemnify N-V against any losses, liabilities, damages, costs and expenses incurred by N-V as a result of any breach of Clause 13 by the Client (including but not limited to any consequential loss or damage).

14. Dispute Procedure

14.1 If a dispute arises out of or in connection with this Agreement or its performance, validity or enforceability, then, except as expressly provided for in this Agreement, the Parties shall follow the procedure set out as follows:

- (i) Either Party shall give the other written notice of the dispute, setting out its nature and full particulars (a "Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, the Client's contact person and N-V's dedicated Client representative, who were involved in the day-to-day account management, shall attempt to resolve the dispute in good faith;
- (ii) If the above-mentioned individuals are for any reason unable to resolve the dispute within thirty (30) days of service of the Dispute Notice, the dispute shall be referred to directors or senior officers of the Parties who have the authority to bind the Parties and who shall attempt to resolve the dispute in good faith; and
- (iii) if the above-mentioned individuals are for any reason unable to resolve the dispute within thirty (30) days of it being referred to them, the Parties will attempt to settle the dispute by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must service notice in writing (ADR notice) to the other Party to the dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start no later than 60 days after the date of the ADR notice.

14.2 The commencement of mediation shall not prevent the Parties commencing or continuing court proceedings in relation to the dispute under Clause 16 which shall apply at all times.

15. Applicable Law and Jurisdiction

English law shall govern the interpretation, construction, effect and enforceability of this Agreement and each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual dispute of claims) arising out of or in connection with this Agreement or its subject matter.

16. Miscellaneous

16.1 This Agreement embodies the entire agreement and understanding of the Parties and supersedes all prior oral or written representations, understandings, arrangements or agreements relating to its subject matter. For the avoidance of doubt, the general purchasing terms and conditions of the Client and/or End-Client shall not apply to this Agreement unless expressly incorporated herein.

16.2 These terms apply (and shall be deemed to be accepted by the Client) as from the date on which the Client had first issued a requirement for Technology Consultancy Services to N-V or the date of last signature of this Agreement by the Parties, whichever is the earlier.

16.3 In the event of any conflict or inconsistency between a Work Order/SOW and the terms in this Agreement, the Parties agree that the terms of the relevant Work Order/SOW shall take precedence and prevail.

16.4 N-V may reference the Client's name, logo and the Technology Consultancy Services provided by N-V for the Client under this Agreement in promotional and marketing materials distributed by N-V.

16.5 This Agreement shall not be modified, amended or varied except in writing signed by duly authorised representatives of the Parties.

16.6 The Client may not assign or transfer any right or obligation under this Agreement, except with the prior consent of N-V.

16.7 Notwithstanding any Affiliate rights in Clause 8, no rights shall accrue to any third party under this Agreement pursuant to the Contract (Rights of Third Parties) Act 1999.

16.8 If any provision or term of this Agreement shall be declared illegal or unenforceable for any reason whatsoever, such terms or provisions shall be divisible from this Agreement, shall be deemed to be deleted and the remaining terms of the Agreement will continue in full force and effect.



For and on behalf of **Next Ventures Limited**

Signature:

Name: /s2n/

Title: /s2p/

Date: /s2d/

For and on behalf of **The Client**

Signature:

Name:

Title:

Date:

Schedule 1 – Technology Consultancy Work Order (“Work Order”)

ASSIGNMENT WORK ORDER No. **XXXXXXXX**

This Work Order is made and entered into by and between Next Ventures Limited and **XXXXXXXX** (the “Client”) as of the date of the signature below:

1. The Parties agree that this Work Order is subject to the STANDARD TERMS OF BUSINESS FOR THE SUPPLY TECHNOLOGY CONSULTANCY SERVICES, dated **DATE** and signed by both Parties (“the Agreement”).
2. This Work Order becomes binding after both parties have signed it or from the moment that an individual starts providing the Technology Consultancy Services at the Work Location, whichever occurs first.
3. Words and phrases used in this Work Order shall have the same meaning as assigned to them in the Agreement.
4. Where there is any discrepancy between this Work Order and the Agreement, this Work Order shall prevail.

	Client/End-Client
Client:	
Registered Address:	
Client Contact Name:	
End-Client:	
Work Location:	
Client Invoicing Address:	As above.
	Term
Start Date:	
End Date:	
Description of the Technology Consultancy Services:	
	Rates
Charge Rate:	GBP XX per day/hour (excluding VAT)
Additional Time:	With prior approval from the project manager.
Additional Rate:	



Expenses:	The Charge Rate is inclusive of all expenses for work completed at the Work Location. Details of any per diem allowances or other non-standard expense arrangements.
	Notice Period
Notice Period by the Client:	
Notice Period by Next Ventures Limited:	
	Additional Terms
Agreed additional terms or agreed amendments to the Agreement:	

For and on behalf of **Next Ventures Limited**

Signature:

Name:

Title:

Date:

For and on behalf of **The Client**

Signature:

Name:

Title:

Date:



Schedule 2 – Technology Consultancy Statement of Work (“SOW”)

SOW No. XXXXXXXX

This SOW is made and entered into by and between Next Ventures Limited and XXXXXXXX (the “Client”) as of the date of the signature below:

1. The Parties agree that this Work Order is subject to the STANDARD TERMS OF BUSINESS FOR THE SUPPLY TECHNOLOGY CONSULTANCY SERVICES, dated DATE and signed by both Parties (“the Agreement”).
2. This SOW becomes binding after both parties have signed it or from the moment that an individual starts providing the Technology Consultancy Services at the Work Location, whichever occurs first.
3. Words and phrases used in this SOW shall have the same meaning as assigned to them in the Agreement.
4. Where there is any discrepancy between this SOW and the Agreement, this SOW shall prevail.

	Client/End-Client
Client:	
Registered Address:	
Client Contact Name:	
End-Client:	
Work Location:	
Client Invoicing Address:	As above.
	Term
Start Date:	
End Date:	
	Scope of Services
Description of the Technology Consultancy Services:	
Skill requirements:	
Deliverables:	
Service Performance and Delivery Methodology:	
	Specific provisions for Review, Testing and Acceptance
Review, Testing and Acceptance Criteria:	
	NV's Support Obligations
Third-Party Components:	
Other Support Obligations:	
Project Plan:	



Project Schedule:	
Milestones:	
	Rates
Charge Rate:	
Expenses:	
	Notice Period
Notice Period by the Client:	
Notice Period by Next Ventures Limited:	
	Additional Terms
Agreed additional terms or agreed amendments to the Agreement:	

For and on behalf of **Next Ventures Limited**

Signature:

Name:

Title:

Date:

For and on behalf of **the Client**

Signature:

Name:

Title:

Date:



Schedule 3 – Early Termination Request

EARLY TERMINATION REQUEST FORM – ASSIGNMENT WORK ORDER/SOW No. XXXXXXXX

This early termination request (the “Request”) is made to propose the replacement or early termination of the Technology Consultancy Services under Work Order No. XXXXXXXX/SOW No. XXXXXX.

1. This Request only becomes valid after express approval by Next Ventures Limited in writing, whose approval shall not be unreasonably withheld or delayed.
2. Where the reasons provided below for the replacement or early termination of the Technology Consultancy Services are insufficient for the purposes of clause 3.2 of the Agreement, the agreed notice period contained in the Work Order shall apply.

Client:	
End-Client:	
Description of Technology Consultancy Services:	For the supply of XX
Agreed Notice Period under the Work Order:	
Proposed End Date/Last Billable Day:	
Detailed reasons for the replacement or early termination of the Technology Consultancy Services* <u>Guidance notes</u> <ul style="list-style-type: none">• Has the Client followed its own internal process and/or clause 5.1.(v) of the Agreement to review the Consultant's performance of the Technology Consultancy Services?• Has Next Ventures Limited been given a reasonable opportunity to remedy any deficiency in performance of the Technology Consultancy Services?• Situations which may justify replacement of the individual performing the Technology Consultancy Services or the early termination of the Technology	



Consultancy Services *(please explain in detail)*:

N-V has not performed the Technology Consultancy Services in accordance with the Work Order;

N-V was unable to perform the Technology Consultancy Services for whatever reason for a period exceeding thirty (30) consecutive calendar days;

The conduct of the individual performing the Technology Consultancy Services, in the reasonable opinion of the Client, constitutes gross misconduct or is otherwise considered wrongful or dishonest and N-V was not able to provide a suitable replacement.

*Please continue on a separate sheet if necessary

For and on behalf of **The Client**

Signature: /s2s/

Name: /s2/

Title: /s2p/

Date:



TO BE COMPLETED BY NEXT VENTURES LIMITED ONLY

APPLICATION FOR EARLY TERMINATION – FEEDBACK

Based on the information provided, the Client's Request for replacement of the individual performing the Technology Consultancy Services or early termination of the Technology Consultancy Services is:

- ☐ Accepted
- ☐ Rejected

Reasons for rejection (if applicable):

In the event the Client's Request has been rejected by Next Ventures Limited, the agreed notice period in the Work Order shall be invoiced by Next Ventures Limited and be payable by the Client.

For and on behalf of **Next Ventures Limited**

Signature: /s2s/

Name: /s2s/

Title: /s2p/

Date: