

MASTER SERVICES AGREEMENT

SPARTA GLOBAL LIMITED

TECHNOLOGY SKILLS POWERHOUSE

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Created by:

Sparta Global Limited

Prepared for:

XXXXX

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IT IS AGREED AS FOLLOWS:

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FORMATION AND INTERPRETATION

In this Agreement and the relevant Schedules, these terms shall have the following meanings:

- a) **"Agreement"** means this Agreement and each of its Schedules and Appendices;
- b) **"Associated Company"** means any company which acts as a subsidiary and/or affiliate or holding company of Client or a subsidiary of such holding company, and "subsidiary" and "holding company" have the meanings attributed to them by section 1159 of the Companies Act 2006;
- c) **"AWR"** The Agency Worker Regulations 2010 (as amended);
- d) **"Client"** means XXXXXX, a company incorporated in England under number XXXXX and whose registered address is at XXXXXXXX
- e) **"Client's Systems"** means the Client's network, telecommunications systems, IT systems, security systems and servers (including any confidential information and data contained therein).
- f) **"Conduct Regulations"** means The Conduct of Employment Agencies and Employment Businesses Regulations 2003;
- g) **"Data Protection Laws"** has the meaning given to it in clause 7.7;
- h) **"Force Majeure"** means any cause preventing a party from performing any or all of its obligations arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party so affected, including, without limitation, strikes, lockouts or other industrial disputes (whether involving the workforce of the party so prevented or of any other party), act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm;
- i) **"IPR"** means all registered or unregistered rights to exploit intellectual property worldwide, including patents, trademarks, registered designs, design rights and copyright, moral rights, rights in computer software, rights in databases, rights in confidential information, trade secrets, inventions, know-how, trade names, domain names, goodwill, the right to bring an action for passing off and any rights of a similar nature or having an equivalent effect;
- j) **"Law"** the common law of England and Wales, all rules of equity as applied by the courts of England and Wales, any statute, statutory instrument, standards, law, production, order resolution, notice, rule of court, bye-law, directive, code of conduct or other instrument or requirement having the force of law within any national or local jurisdiction issued, declared, passed or given effect to in any manner by H.M. Parliament, the legislative making institutions of the European Union, the Scottish Parliament and the National Assembly for Wales, any court or other judicial form, any Commission of Inquiry, local authority, statutory undertaker or relevant authority or any other body or person having such power and any Act of Parliament or subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, any exercise of the Royal Prerogative, and any enforceable Community right within the meaning of section 2 of the European Communities Act 1972, in each case in the UK including the setting of a national minimum wage from time to time;
- k) **"Liability"** liability for all and any Losses and "Liabilities" shall be construed accordingly;
- l) **"Losses"** losses, liabilities, damages, costs, expenses, fines, penalties, or interest, whether direct, indirect, special, or consequential (including, without limitation, any economic loss or other loss of profits, business, revenue or goodwill, anticipated savings and/or any claims made under third party contracts, management time and legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;
- m) **"Schedules"** means the schedules to this Agreement;
- n) **"Sparta Global"** means Sparta Global Limited, a company incorporated in England under number 05597367 and whose registered address is at 125 London Wall, London EC2Y 5AS;
- o) **"Tax Authority"** HM Revenue and Customs or any other governmental, statutory, state, regional, provincial, or local government authority body or official (whether within or outside the UK) involved in the assessment, collection, or administration of Taxation (and any predecessor to such authority or body); and
- p) **"Taxation"** all forms of tax, charge, duty, impost, withholding, deduction, rate, levy and governmental charge (whether national or local) in the nature of tax whatsoever (including national insurance contributions) and whenever created, enacted or imposed, and whether of the UK or elsewhere, and any

amount whatever payable to any person or Tax Authority as a result of any enactment relating to tax, together with all related fines, penalties, interest, costs, charges and surcharges including fines, penalties, interest, costs, charges and surcharges relating to a failure to provide any return or information or to register for the purpose of any such Taxation;

- q) **“TUPE”** the Transfer of Undertakings (Protection of Employment Regulations) 2006. For the purposes of the Conduct of Employment Agencies and Employment Businesses Regulations 2003, Sparta Global acts as an employment business in relation to the introduction and supply of Spartan Consultants and an employment agency in respect of the placement of permanent employees.

INTERPRETATION

- 1.1. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.
- 1.2. Where the context permits, words denoting:
 - 1.2.1. Persons shall include bodies corporate and unincorporated associations of persons;
 - 1.2.2. The singular includes the plural and vice versa;
 - 1.2.3. One gender shall include any gender;
- 1.3. The headings in this Agreement are for ease of reference only and shall not affect its interpretation.
- 1.4. Any reference in this Agreement to a Clause is, unless otherwise stated, to a Clause of this Agreement or the applicable Schedule it is included in.

2. THIRD PARTY RIGHTS

- 2.1. None of the provisions of this Agreement is intended to be for the benefit of or enforceable by third parties (other than permitted assignees of Sparta Global who shall be entitled to enforce the provisions of this Agreement as if original parties to it) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

3. RESOLUTION OF DISPUTES

- 3.1. Any dispute between the parties shall be handled as follows:
- 3.2. In the first instance, each party shall arrange for a member of that party's Board of Directors or Human Resources Representative to meet solely to resolve the matter in dispute. Such meeting(s) shall be hosted by the party calling the meeting. Such meeting(s) shall be conducted in such manner and at such venue (including a meeting conducted over the telephone) to promote a consensual resolution of the dispute in question to the parties' mutual satisfaction. If such meeting(s) does not resolve the dispute in question, the parties shall proceed to refer the dispute either to a mediator in accordance with clause 3.2 to the extent that the dispute is of a technical or accounting nature to an expert in accordance with clause 3.3.
- 3.3. If the meeting referred to in clause 3.1 does not resolve the matter in question, the parties will attempt to settle it by mediation per the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. To initiate a mediation, one party shall give notice in writing to the other party requesting mediation of the dispute and shall send a copy thereof to CEDR, asking CEDR to nominate a mediator if the parties shall not be able to agree on such appointment by negotiation. The mediation shall commence within 28 days of such notice being served. Neither party will withdraw from mediation until each party has made its opening presentation and the mediator has met each party separately for at least one hour. Thereafter paragraph 14 of the Model Procedure will apply. Save where any rule or limitations would apply to prevent the ability of a party to exercise or defend its rights, neither party will commence legal proceedings or any other form of dispute resolution against the other until 14 days after such mediation has failed to resolve the dispute. The parties will provide the mediator with such information and assistance as he shall require, provided that confidential information shall not be disclosed to the other party or a 3rd party. The parties will pay the mediator's costs as he/she shall decide.
- 3.4. Where a matter is referred for expert determination, the parties will jointly appoint a single person to decide the matter in question or failing such agreement, they will ask the President for the time being of The Law Society to nominate a such person (the Expert). The Expert shall act as an expert and not as an arbitrator. Absent fraud or manifest error, the decision of the Expert (to be given in writing stating reasons thereof) shall be final and binding. The parties will provide the Expert with such information

and assistance as he shall require, provided that any such confidential information shall not be disclosed to the other party or to a 3rd party. The parties will pay the Expert's costs as he shall decide.

- 3.5. During any dispute, it is agreed that the parties shall continue their respective performance of this Agreement and each Spartan Consultant Assignment Schedule and each Associate Assignment Schedule.
- 3.6. Nothing in this clause 3 shall prevent Sparta Global or Client from seeking interim injunctive relief from a court of law.

4. FEES

- 4.1. Unless stated otherwise in any Spartan Consultant Assignment Schedule or Associate Assignment Schedule, Client shall pay Sparta Global's invoices issued under this Agreement within 14 calendar days of the date of the relevant invoice without deduction, set off or counterclaim. Unless otherwise agreed by Sparta Global, all payments due to it under this Agreement shall be paid by direct bank transfer to Sparta Global's bank account.
- 4.2. Should the Client require Purchase Orders as part of the Client's Invoicing Process, the Client agrees to share any relevant Purchase Orders within 14 days from the commencement of a Spartan Consultant Assignment with Credit Control Team; creditcontrol@spartaglobal.com
- 4.3. Should the Client fail to share relevant Purchase Orders as per 4.2, the Client agrees that invoices issued by Sparta Global without the Purchase Order shall not be rejected and shall be payable as per clause 4.1.
- 4.4. Sparta Global shall be entitled to charge Client interest on any overdue amount at the rate of 4% per annum above the base rate of HSBC plc from time to time in force from the due date until the date of payment, and any such interest shall be payable on demand.

5. CONFIDENTIALITY

- 5.1. Each party agrees that it shall maintain as confidential all information of a confidential or commercially sensitive nature that it obtains from the other party (or from any person on behalf of the other party), including but not limited to the terms of any Spartan Consultant Assignment Schedule or Associate Assignment Schedule (as defined in this Agreement) and shall use such confidential information solely to fulfil its obligations under this Agreement (including any Spartan Consultant Assignment Schedule or Associate Assignment Schedule) or as may be required by law.
- 5.2. For the purposes of this Clause, confidential information does not include information which:
- 5.2.1. is publicly known at the time of disclosure;
 - 5.2.2. after disclosure by either party becomes publicly known other than through a breach of this Agreement;
 - 5.2.3. either party can show was known to it before its disclosure by the other party;
 - 5.2.4. either party can show was developed independently by members of its staff who were not aware of the content of the information disclosed to the other party;
 - 5.2.5. either party can show was made available to it by a third party, who had a right to do so, and who has not imposed on that party any obligation of confidentiality.
- 5.3. The above provisions of this Clause shall not prevent the use or disclosure of information by a party:
- 5.3.1. to its professional advisers where reasonably necessary for the performance of their professional services or in connection with legal proceedings;
 - 5.3.2. to its officers, employees, agents, and sub-contractors solely to the extent necessary for the purposes of this Agreement and/or any Spartan Consultant Assignment Schedule or Associate Assignment Schedule;
 - 5.3.3. which is required by law or any competent regulatory body to be disclosed by it; or
 - 5.3.4. which is public knowledge, other than as a result of a breach of this Clause, and being rightfully in its possession or control and not subject to an obligation of confidentiality on its part; or
 - 5.3.5. pursuant to the Public Interest Disclosure Act 1998.

6. INSURANCE AND LIABILITY

- 6.1. Sparta Global shall ensure that it has adequate insurance coverage with an insurer of good repute to cover claims under this Agreement. Sparta Global will obtain and maintain (at its own cost and for the period referred to in clause 6.2 below) at least the insurances specified below for normal risks covered by such policies, together with such insurances as are required by law in connection with the performance of Sparta Global's obligations under this Agreement:

- 6.1.1. Employers' liability insurance in the sum of £5,000,000 per claim;
- 6.1.2. Public liability insurance in the sum of £10,000,000 per claim;
- 6.1.3. Professional Indemnity Insurance in the sum of £5,000,000 per claim;
- 6.2. Sparta Global shall affect and maintain the insurance policies during Assignment and/or any Associate Assignment and for a further 2 years following termination of any such assignment.
- 6.3. Other than Liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any other heads of loss for which liability cannot be excluded under applicable law:
 - 6.3.1. Sparta Global's liability in each year of the Contract shall not exceed £500,000 in respect of any Liability;
 - 6.3.2. Sparta Global shall have no Liability in relation to any circumstances arising which are outside of the control of Sparta Global;
 - 6.3.3. Sparta Global shall have no liability to the extent that Sparta Global and/or any Spartan Consultant is acting or omitting to act in accordance with the directions of Client;
 - 6.3.4. Sparta Global shall have no liability to the extent that Sparta Global is acting or omitting to act in accordance with any Law; and
 - 6.3.5. Sparta Global shall have no liability for indirect or consequential losses of any scope or description.
- 6.4. Sparta Global shall have no liability for loss of profit, loss of goodwill, loss of business; loss of contracts; loss of revenue; loss of anticipated savings; loss of opportunity; disclosure of information or breach of confidence; loss of data; pure economic and/or other similar losses; special damages; aggravated, punitive and/or exemplary damages; reputational damage; loss of communications; loss of and loss of use of and/or corruption of data; loss of and loss of use of software; security breach by any third party in relation to any communications network; and/or business interruption. The client may consider insuring against these risks.
- 6.5. Nothing in this Agreement shall operate to exclude or limit Sparta Global's liability for:
 - 6.5.1. death or personal injury caused by Sparta Global's negligence;
 - 6.5.2. its own fraudulent acts or omissions; or
 - 6.5.3. any other liability which cannot by law be excluded.
- 6.6. Subject to the above provisions of this Clause 6, Sparta Global's maximum liability in respect of its own negligent or wrongful acts or omissions, other than fraud, or negligence resulting in death or personal injury, shall be limited (so far as is permitted by law) to the total fees paid or payable by Client to Sparta Global for the Assignment or Associate Assignment to which the claim relates. The aggregate liability of Sparta Global to Client for all breaches of contract and/or other liabilities (whether arising under contract, tort, statute or otherwise howsoever) committed or arising in any one calendar year shall not exceed £1,000,000 (one million pounds).

7. GENERAL

- 7.1. This Agreement and any and all agreements and schedules signed under this Agreement are governed by English law and subject to clause 3. Both parties shall accept the jurisdiction of the English Courts.
- 7.2. This Agreement, together with the Schedules, constitutes the entire agreement between the parties and supersedes all previous agreements and arrangements (if any), whether written, oral or implied, between Sparta Global and Client relating to the subject matter herein and all such agreements still effective at the date of this Agreement (if any) shall be deemed to have been terminated by mutual consent with effect from the date of this Agreement but without prejudice to any rights which have arisen before such termination and so that nothing in this Clause 7.2 shall operate to exclude or limit the liability of any party in respect of fraud. Sparta Global's performance of this Agreement and any Spartan Consultant Assignment Schedule or Associate Assignment Schedule is conditional upon the Client accepting the terms of this Agreement as written without amendment.
- 7.3. The terms of this Agreement shall prevail over any terms of business or purchase conditions proffered by Client. Any terms and conditions displayed upon or referred to by Client's purchase orders or similar documentation are hereby expressly excluded.

- 7.4. Unless specifically stated otherwise in this Agreement and/or any Spartan Consultant Assignment Schedule or Associate Assignment Schedule, Sparta Global accepts no liability for or any requirement to indemnify Client for any losses, expenses or liabilities incurred by Client, whether because of tax or other statutory or contractual liability or any such liability to any third party arising from this Agreement.
- 7.5. Any variation of this Agreement must be recorded in writing, and before it takes effect, such document must be signed by an authorised representative of each of the parties.
- 7.6. Sparta Global confirms that it is aware of the requirements of the Bribery Act 2010 and has adequate procedures in place designed to prevent the commission of any offence under such Act by Sparta Global, including the offering or acceptance of bribes.
- 7.7. Each party agrees that in providing the other party with Personal Data or Special Category Data as defined by General Data Protection Regulations under the terms of this agreement it will use its best endeavours to prevent any potential breach of any applicable EU, EEA and country-specific laws and regulations, guidelines, policies and procedures issued by relevant regulator, in each case pertaining to the security, confidentiality, protection or privacy of Personal Data, as amended or re-enacted from time to time, including, without limitation, the General Data Protection Regulations (EU) 2016/679 ("GDPR") and the following Directives of the European Parliament: the Electronic Communications Data Protection and Privacy Directive 2002/58/EC, and any legislation and/or regulation implementing the same, and including, without limitation, in the Data Protection Act 2018, and all applicable standards, guidelines, policies, regulations and procedures, and codes of practice issued by the Information Commissioner's Office ("**Data Protection Laws**").
- 7.8. In the event Data Protection Laws are superseded or replaced by a new law, those defined terms interpreted by reference to Data Protection Laws when used in this Agreement shall be construed and interpreted by reference to that new law.
- 7.9. Client 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 Agreement.
- 7.10. Sparta Global may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all its rights under this Agreement.
- 7.11. Any list of items following the word "including" or "includes" is not to be interpreted as being exhaustive and shall not be treated as excluding any item which might have been included in such list having regard to the context of the clause in question.
- 7.12. The words "in writing" shall be interpreted to include any document which is recorded in manuscript, typescript, any electronic communication (as defined in Section 15 of the Electronic Communications Act 2000) but excluding mobile telephone text messages.

8. PROVISIONS RELATING TO THE PLACEMENT OF SPARTAN CONSULTANTS RECRUITMENT

- 8.1. It is agreed that:
- 8.2. The terms relating to the placement of Spartan Consultants are contained in Schedule One;
- 8.3. In the event of a conflict between the terms of this Agreement and the Schedules; the terms of this Agreement shall take precedence.
- 8.4. The terms of Appendix 1 shall apply to the processing of personal data arising from this Agreement.

SCHEDULE ONE**PROVISIONS RELATING TO PLACEMENT OF SPARTAN CONSULTANTS****DEFINITIONS**

- a) **"Assignment Term"** means the period of an Assignment as set out in the relevant Spartan Consultant Assignment Schedule and any additional period over which the parties agree that a Spartan Consultant is to be provided.
- b) **"Assignment Services"** means any work to be performed by a Spartan Consultant as detailed in the relevant Spartan Consultant Assignment Schedule.
- c) **"Assignment"** means the provision of a Spartan Consultant (or Spartan Consultants) to Client to provide Assignment Services as referred to in the relevant Spartan Consultant Assignment Schedule.
- d) **"Client's Systems"** means the Client's network, telecommunications systems, IT systems, security systems and servers (including any confidential information and data contained therein).
- e) **"Contract"** means the contract between the Spartan Consultant and Sparta Global.
- f) **"Client Site"** means the location where the Spartan Consultant will perform the Assignment Services to be specified in the Spartan Consultant Assignment Schedule or as otherwise notified to the Spartan Consultant.
- g) **"Deliverable"** means deliverables relating to the Assignment Services to be provided by the Spartan Consultant as set out in the Spartan Consultant Assignment Schedule.
- h) **"Dedicated Programme"** means a program involving hiring, training, and deploying a minimum of 12 Spartan Consultants.
- i) **"Engagement"** means the Client's direct or indirect engagement or employment of a Spartan Consultant, including via an employment business (as defined under the Conduct Regulations) other than Sparta Global.
- j) **"Fees"** means the fees calculated in accordance with the Spartan Consultant Assignment Schedule.
- k) **"Furlough"** means temporary leave of Spartan Consultant(s) due to special needs of a client, including but not limited to Christmas Period closures.
- l) **"Good Industry Practice"** means the exercise of that degree of competence which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the provision of consultants.
- m) **"Introduction" or "Introduced"** means:
 - (a) the interview by Client of a Spartan Consultant; in person, by telephone or by video link; or
 - (b) the passing by Sparta Global to Client of information which identifies or relates to a Spartan Consultant, and the date of Introduction shall be whichever is the earlier of the interview and the passing of such information;
- n) **"Spartan Consultant"** means an individual employed by Sparta Global and identified in the Spartan Consultant Assignment Schedule provided by Sparta Global to perform the Assignment Services.
- o) **"Spartan Consultant Assignment Schedule"** means the assignment schedule between Client and Sparta Global for the provision (as and when requested by Client) of Spartan Consultants to Client in the form set out in Appendix 5.

1. APPOINTMENT

- 1.1. Sparta Global assures the Client that Sparta Global has the skill, expertise, competence, and experience to provide Spartan Consultants to perform their part of each Assignment and each Spartan Consultant Assignment Schedule in accordance with its terms.
- 1.2. Sparta Global's appointment is not exclusive unless the contrary is agreed in a Spartan Consultant Assignment Schedule.
- 1.3. Subject to the terms of this Schedule One, Sparta Global shall perform its part of each Spartan Consultant Assignment Schedule:

- 1.3.1. to the standards of service and all specifications, timetables and procedures as set out in the relevant Spartan Consultant Assignment Schedule;
 - 1.3.2. in a timely and efficient manner which causes the least disruption to Client's business as reasonably practicable;
 - 1.3.3. in accordance with Good Industry Practice;
 - 1.3.4. using the skill, care and diligence that would reasonably and ordinarily be expected from a person engaged in the same type of undertaking as Sparta Global;
 - 1.3.5. in a manner that is not injurious to the health of any person and which does not cause damage to property;
 - 1.3.6. keeping the Client informed as to the progress and status of the provision of the Assignment Services;
 - 1.3.7. advising Client of any significant delays or anticipated delays in the performance of the Assignment Services, including information as to the cause of the delay;
 - 1.3.8. permitting Client, upon reasonable prior notice, to meet with personnel currently engaged by Sparta Global; and
 - 1.3.9. applying such time, attention and resources necessary for the proper performance of the Assignment Services.
- 1.4. Subject to the terms of this Schedule, Client shall perform its part of this Schedule and each Spartan Consultant Assignment Schedule.
- 1.5. Client may request information in relation to each Spartan Consultant Assignment Schedule, and Sparta Global shall provide Client with reasonable assistance as required.
- 1.6. Client may review the performance of Sparta Global under the Spartan Consultant Assignment Schedule at approximate intervals of a month by prior appointment.
- 1.7. Nothing contained in each Spartan Consultant Assignment Schedule shall in any way detract from the Client's duties and obligations in Law.

2. ASSIGNMENT SERVICES

- 2.1. Client shall notify Sparta Global when it has a requirement for Assignment Services which it wishes Sparta Global to provide a Spartan Consultant to perform.
- 2.2. Sparta Global agrees to provide Spartan Consultants (if available) who meet the Client's criteria as notified to Sparta Global.
- 2.3. Once a successful Spartan Consultant has been identified and relevant Assignment Schedule has been signed by both parties, Client agrees to onboard Spartan Consultant within 10 days from the date of the signature. Failure to onboard the Spartan Consultant(s) within 10 days will result in commencement of billing calculated based on Daily Rate agreed in the Assignment Schedule.
- 2.4. When requesting the provision of a Spartan Consultant from Sparta Global, Client will provide details of the position which the Client is seeking to fill, including the following:
 - 2.4.1. the type of work that the Spartan Consultant would be required to do;
 - 2.4.2. the location and estimated hours of work;
 - 2.4.3. the experience, training, qualifications and any authorisation which Client considers necessary or which are required by law or any professional body for the Spartan Consultant to possess;
 - 2.4.4. the date Client requires the Spartan Consultant to commence the Assignment; and
 - 2.4.5. the duration or likely duration of the Assignment.
- 2.5. If Client and Sparta Global identify and agree on a Spartan Consultant to provide the Assignment Services, the terms applicable to that Assignment shall be set out in the Spartan Consultant Assignment Schedule provided always that:
 - 2.5.1. all Spartan Consultant Assignment Schedules incorporate these terms and conditions to the exclusion of all other terms or conditions (other than any which cannot be excluded by law); and
 - 2.5.2. no Spartan Consultant Assignment Schedule shall bind Client after it has expired or been terminated unless otherwise stated in the Spartan Consultant Assignment Schedule.
- 2.6. Client shall be responsible for:

- 2.6.1.** Undertaking any additional pre-employment screening checks (being those that fall outside standard BPSS) that it considers necessary for a Spartan Consultant to have in order to provide the Assignment Services; and
 - 2.6.2.** Providing any necessary hardware and software required by any Spartan Consultant in order for them to provide the Assignment Services or, in the alternative, requesting and permitting any Spartan Consultant to use their own personal device or a device provided by Sparta Global (including any accompanying hardware and software), as may be set out in the relevant Spartan Consultant Assignment Schedule, for the purposes of providing the Assignment Services.
 - 2.6.3.** Should the Client require Spartan Consultant to relocate from the initially agreed location of work, the Client agrees to provide the Spartan Consultant with a minimum of 3 months' notice.
- 2.7.** Client acknowledges and agrees that it is solely responsible and liable for the level of access granted to Spartan Consultants in respect of the Client's Systems and for ensuring that the level of access permitted is appropriate for the use of such systems by Spartan Consultant for the purpose of performing the Assignment Services. For the avoidance of doubt, the Spartan Consultant's usage and access to the Clients Systems is outside the control of Sparta Global
- 2.8.** Client acknowledges and agrees that should the Spartan Consultants deployed on Client Project are subject to any potential Furlough and/or other business closures throughout the period of the Spartan Assignment, the clients shall be liable for the following:
 - 2.8.1.** Payment of full Daily Rate fees should the Furlough and/or Closure period last for longer than 7 Working Days. Any period in excess of 7 days could be subject to a Daily rate change that will be shared with the Client in advance of any changes being made.
 - 2.8.2.** Payment of full Daily Rate Fees for all non-public holiday closure days should the Client fail to inform Spartan Global less than 90 days in advance of any Furlough period.
- 2.9.** Sparta Global shall not be liable for any Losses incurred by the Client to the extent that such Losses arising out of or in connection with the Client failing to grant the Spartan Consultant the correct access to the Client's Systems or the Client failing to limit the Spartan Consultant's access to the Client's Systems to a level that is appropriate for the use of such systems by the Spartan Consultant for the purpose of performing the Assignment Services.
- 2.10.** Should the Client wish to engage Sparta Global in the provision of Spartan Consultants, the minimum engagement for all Consultants outside Dedicated Programme(s) shall be 24 months.
- 2.11.** Should the Client wish to engage Sparta Global in the provision of a Dedicated Programme, the Client agrees to the following:
 - 2.11.1.** Dedicated Programme shall include a minimum of 12 Spartan Consultants.
 - 2.11.2.** Agree on a minimum of 12 calendar months engagement period calculated from the commencement of the Assignment.
 - 2.11.3.** Agree that should the Client postpone the initially agreed commencement (start) date of the Dedicated Programme (as agreed in the Letter of Intent and/or Statement of Work), Sparta Global reserves the right to commence charging the Client the agreed Daily Rate per Consultant from the initially agreed Start Date.
 - 2.11.4.** Agree that Dedicated Programme(s) Termination shall be calculated as follows: 90 days termination for all Dedicated Programme(s) of 18-24 calendar months and 30 days termination for all Dedicated Programme(s) of 12 months.

3. SPARTAN CONSULTANTS

- 3.1.** Sparta Global's Contract with Spartan Consultants shall provide that each Spartan Consultant will:
 - 3.1.1.** perform the Assignment Services to the best of his knowledge, power, skill and ability;
 - 3.1.2.** be available to provide the Assignment Services at the relevant Client Site at the times agreed with the Client;
 - 3.1.3.** assign all IPR created during the Assignment Services to the Client;
 - 3.1.4.** be under a duty of confidentiality to protect the Client's confidential information;
- 3.2.** comply in all respects with and have regard to all laws applicable to the Assignment Services;
- 3.3.** comply with the relevant Client Site rules and regulations and observe other similar instructions given by the Client.

- 3.4. Sparta Global shall use reasonable endeavours to ensure that each Spartan Consultant is available to provide the Assignment Services throughout the Assignment Term save in respect of absence due to annual leave or illness or injury and any potential extensions at the relevant Client Site for the estimated hours in the Spartan Consultant Assignment Schedule.
- 3.5. Sparta Global will be responsible for keeping and maintaining records of the Spartan Consultant's 'Working Time', provided that the Client provides any information reasonably requested in relation to this provision.
- 3.6. Notwithstanding the terms above, the client shall not directly or indirectly employ Spartan Consultant (who either performed the Consultancy Services or has been introduced to the Client during the interview and selection process) before the completion of 24 calendar months Assignment unless agreed otherwise and in Appendix 2.

4. SUITABILITY

- 4.1. Sparta Global will ensure that each Spartan Consultant meets the criteria for the position as set out in the Spartan Consultant Assignment Schedule. Sparta Global shall ensure that each Spartan Consultant has the right to work in the United Kingdom and, in particular, Sparta Global shall comply with the Immigration Asylum and Nationality Act 2006 and other relevant UK immigration legislation or equivalent legislation in the relevant jurisdiction relating to employing the Spartan Consultants.
- 4.2. Sparta Global shall notify Client if it believes that any Spartan Consultant is unsuitable for an Assignment or is inconsistent with any information previously provided, including where a Spartan Consultant ceases to have the appropriate skills, approvals or a right to work in the UK or where a Contract or a Spartan Consultant Assignment Schedule has been breached.
- 4.3. If Client considers that a Spartan Consultant is unsuitable to perform an Assignment (an **"Unsatisfactory Spartan Consultant"**), then Client shall notify Sparta Global in writing and serve the agreed notice period as confirmed in the Spartan Consultant Assignment Schedule.
- 4.4. If Client terminates an Assignment at any time without cause, Client must pay all Fees due and payable for services already performed and for all services due to be performed in relation to the Assignment during any applicable notice period in the Spartan Consultant Assignment Schedule.
- 4.5. Cancellation or amendment of an Assignment shall be effective upon Client giving 90 days notice to Sparta Global and settling all Fees and compensation in full.

5. DURATION AND TERMINATION

- 5.1. Sparta Global shall notify Client when a Spartan Consultant's employment contract commences and the date on which such contract is due to terminate. A Spartan Consultant's Contract may be terminated early as permitted by Law and in Sparta Global's sole discretion.
- 5.2. Client can terminate or suspend a Spartan Consultant Assignment Schedule with immediate effect if:
 - 5.2.1. Sparta Global or a Spartan Consultant materially breaches the terms of a Spartan Consultant Assignment Schedule;
 - 5.2.2. Sparta Global ceases or threatens to cease carrying on business;
 - 5.2.3. Sparta Global is declared or becomes insolvent or bankrupt, enters into receivership, administration, liquidation, administrative receivership or has a moratorium declared in respect of any of its indebtedness, or threatens to do any of the above; or
 - 5.2.4. Sparta Global is no longer able to fulfil all of its obligations under a Spartan Consultant Assignment Schedule.
- 5.3. Subject to clause 5.2, suspension or termination of a Spartan Consultant Assignment Schedule by Client, without notice, for any reason, entitles Sparta Global to claim compensation and reimbursement for all Losses incurred as a result. In any event, termination shall be without prejudice to any rights or remedies available to Sparta Global or any obligations or liabilities of Client accrued prior to termination.
- 5.4. Otherwise, any Spartan Consultant Assignment Schedule can be terminated on notice, as set out in the relevant Spartan Consultant Assignment Schedule.
- 5.5. Termination of a Spartan Consultant Assignment Schedule is without prejudice to this Schedule One and/or this Agreement or any other contract in force between the parties.
- 5.6. Either party may terminate an Assignment, if the other party is unable to commence, continue or completely perform its obligations hereunder by reason (whether in the United Kingdom or elsewhere) of Force

Majeure, provided that notice is promptly given to the other party of suspension and stating the event relied upon. If a period of Force Majeure continues for a period in excess of 30 days, the Assignment to which the Force Majeure event applies may be terminated with immediate effect upon the mutual agreement of the parties.

6. FEES

- 6.1. The Fees for each Assignment shall be as provided in the applicable Spartan Consultant Assignment Schedule. Sparta Global operates a rate card showing daily rates for Spartan Consultants regarding job title and experience. The rates are adjusted annually at the end of December. Sparta Global endeavours to limit increases to its rate card in line with increases in costs, changes to market conditions and changes in RPIX. The Fees are inclusive of all costs and expenses ancillary and/or in connection with the provision of the Spartan Consultant but are exclusive of VAT. Sparta Global shall apply the Fees to make payment of the Spartan Consultant's pay and holiday pay and any other Statutory Payments as required.
- 6.2. Client shall not withhold any payment due to Sparta Global under this or any other agreement in conjunction with the Spartan Consultant Assignment Schedule.
- 6.3. Client shall not be required to pay Fees for any absences (for whatever reason) of a Spartan Consultant unless such absence is caused by the acts or omissions of Client or Client's representatives or is set out in the Spartan Consultant Assignment Schedule or otherwise agreed by Client.
- 6.4. Timecards shall be rendered by Sparta Global and/or the Spartan Consultant weekly in arrears for approval. Client shall promptly check and approve timecards within 14 days of receipt, evidencing satisfactory performance of the Assignment Services by the Spartan Consultant. Each timecard approved by a representative of Client shall be conclusive evidence that the Assignment Services have been performed to the satisfaction of Client at times and for the total period of time set out in such timecard.
- 6.5. In the event that the Client has not approved a timecard within 2 months of it being rendered by Sparta Global and/or the Spartan Consultant, it shall be deemed accepted by the Client and shall be invoiced.
- 6.6. Sparta Global shall issue invoices for Fees at the end of a calendar month for all Fees due in relation to timecards approved during such month. Payment of Fees shall be made within 14 days from the invoice date.
- 6.7. Each invoice shall include the relevant Assignment number and the period to which the invoice relates, and all relevant timecards shall accompany the invoice.
- 6.8. If the Client fails to make payment by the due date, Sparta Global shall charge interest in accordance with clause 4.4 of the main Agreement.
- 6.9. Unless otherwise expressly agreed between the parties or stated in the terms of this Schedule One, the Fees specified in the Spartan Consultant Assignment Schedule constitute the Client's entire payment liability to Sparta Global in respect of the relevant Assignment.

7. TAX, COMPLIANCE, AND INDEMNITIES

- 7.1. Subject to the terms of this Schedule One, Sparta Global shall account to the appropriate authorities for any Taxation or other amount payable in respect of the Fees. Sparta Global shall be responsible for the remuneration payable to and any benefits provided to the Spartan Consultant, including but not limited to the payment of any Taxation.
- 7.2. Client agrees to provide Sparta Global with any and all information it reasonably requires in order for Sparta Global to comply with its obligations under AWR.
- 7.3. Client shall comply with its obligations under the AWR, including but not limited to using reasonable endeavours to provide access to collective facilities and amenities and employment opportunities subject to and in accordance with AWR regulations 12 and 13 and shall indemnify Sparta Global in respect of any Losses suffered by Sparta Global arising from a claim brought by or on behalf of any Spartan Consultant for breach of the AWR, including but not limited to the payment of any additional Taxation caused as a result of such claim, save to the extent that Sparta Global's negligence causes such breach.
- 7.4. In the event that Client and/or Sparta Global receives an allegation by any Spartan Consultant that there has been a breach of the AWR in relation to the supply of that person to Client by Sparta Global (whether that allegation has been made as a request for information under regulation 16 of the AWR or otherwise),

the appropriate party shall present a copy of the allegation in writing to the other party within seven days of such allegation.

- 7.5. The parties shall cooperate with each other in relation to providing a reasonable response to the allegation, which shall include supplying any information which the other party may reasonably request and complying with any reasonable requests in relation to the contents of any response. However, nothing in this clause shall operate to release Client from any liability under clause 7.3.
- 7.6. The provisions of this clause 8 shall survive termination of this Agreement and any Spartan Consultant Assignment Schedule, howsoever caused.

8. TERMS APPLICABLE TO EACH SPARTAN CONSULTANT ASSIGNMENT SCHEDULE (UNLESS OTHERWISE AGREED IN WRITING BY BOTH PARTIES)

- 8.1. Each Assignment shall be recorded in a Spartan Consultant Assignment Schedule in the form set out in Appendix 5. Each Spartan Consultant Assignment Schedule shall only be amended if agreed between both parties.
- 8.2. Sparta Global acknowledges and agrees that all IPR created during the performance of the Assignment Services by the Spartan Consultant belongs to Client unless otherwise agreed by Client, and Sparta Global undertakes not to do any act inconsistent with such ownership.
- 8.3. If Client requires, all Spartan Consultants will attend a face-to-face interview, participate in a telephone interview and/or any other form of interview and/or pre-assignment required tests with Client, following which Client may reject the interviewee.
- 8.4. Sparta Global shall conduct a necessary induction with each Spartan Consultant before their first day, the scope and content of which will be as notified by the Client.
- 8.5. Client acknowledges that Spartan Consultants shall be entitled to take holidays and agreed absences from time to time. Sparta Global will use reasonable endeavours to notify the Client in advance of such absences. If required by the Client, Sparta Global will use reasonable endeavours to provide a suitable replacement for a Spartan Consultant who is absent.
- 8.6. The parties agree that TUPE will neither operate at the commencement date of this Agreement or any Assignment (nor during the currency of this Agreement or any Assignment or the termination of such Assignment) to transfer the employment of a Spartan Consultant to Client. Sparta Global, therefore, warrants that TUPE will not operate to transfer any Spartan Consultant to Client, either at the commencement date of this Agreement and/or any Assignment, nor during the currency of the Agreement and/or Assignment, and Sparta Global shall fully indemnify and hold Client harmless from and against all losses, liabilities, costs, claims, demands and proceedings awarded against, paid by, suffered or incurred by Client as a result of or in connection with any claim or allegation made at any time by or on behalf of any Spartan Consultant pursuant to TUPE (including any claim or allegation that they have transferred to Client pursuant to TUPE).

AUTHORISED SIGNATORIES

SIGNED for and on behalf of Sparta Global:

_____	_____	_____
Signature	Name	Date

SIGNED for and on behalf of Client:

_____	_____	_____
Signature	Name	Date

APPENDIX 1 – DATA PROCESSING AGREEMENT

1. Sparta Global Limited shall be deemed to be the Controller of data in relation to any Spartan Consultant personal and/or sensitive data as defined in Article 4 of the General Data Protection Regulation (GDPR). Where Sparta Global processes and/or controls personal data (as these terms are defined in the Data Protection Laws – see definition provided) on behalf of Client (such personal data being referred to as “Protected Data”), Sparta Global will:
 - 1.1. act strictly in accordance with Client’s lawful and reasonable instructions regarding such Protected Data unless Data Protection Law requires otherwise, in which case Sparta Global shall inform Client of that legal requirement before processing (unless that law prohibits such information on important grounds of public interest). Sparta Global shall inform Client if it becomes aware of an instruction by Client that, in Sparta Global’s opinion, infringes the Data Protection Laws.
 - 1.2. ensure that its personnel that are authorised to process the personal data in connection with the provision of the Contract have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - 1.3. implement appropriate technical and organisational security measures to protect the Protected Data in accordance with Data Protection Laws;
 - 1.4. enable Client to access, rectify, erase, restrict and transmit the personal data processed by Sparta Global;
 - 1.5. if a data subject requests information from Sparta Global concerning the processing of personal data by Client, promptly forward the request to Client.
 - 1.6. provide reasonable assistance to enable Client to comply with Client’s obligations Data Protection Laws require, including using appropriate technical and organisational measures to assist Client in responding to data subject access requests;
 - 1.7. make available to Client all information necessary to demonstrate compliance with the obligations set out in this clause Appendix 1, and allow for and contribute to audits, including inspections, conducted by or on behalf of Client or ensure that Sparta Global and/or any sub-processor will conduct audits using external auditors at least once per year.
2. Where Sparta Global has the Protected Data on Sparta Global’s own computer systems, the Client may request in writing the deletion or return of all Protected Data on termination of the Contract. Where Client has not requested the return or deletion of the personal data before the termination of the Contract, Sparta Global may delete all personal data at any time after the contract’s termination date unless otherwise required by Data Protection Laws.
3. The Client hereby gives Sparta Global general consent to engage sub-processors to process Protected Data on behalf of the Client. Sparta Global shall inform the Client before transferring any Protected Data to a new sub-processor. Following receipt of such information, the Client shall notify Sparta Global if it objects to the new sub-processor. If Client does not object to the sub-processor within seven (7) days of receiving the information, Client shall be deemed to have accepted the sub-processor. If Client has raised a reasonable objection to the new sub-processor, and the parties have disagreed on a solution within a reasonable time, Client shall have the right to terminate the Contract, to the extent that they rely on the relevant sub-processor, on seven (7) days written notice without prejudice to any other remedies available under law or contract. During the notice period, Sparta Global shall not transfer any Protected Data to the applicable sub-processor. Sparta Global shall enter into appropriate written agreements with all of its sub-processors on terms substantially similar to this Appendix 1, including, without limitation Client’s right to conduct audits at the sub-processor or ensure that the sub-processor will conduct audits using external auditors at least once per year. Sparta Global shall remain fully liable to Client for the performance or non-performance of the sub-processor’s obligations.
4. The Client shall ensure that any relevant Privacy Notices’ and/or consents are obtained as required by the General Data Protection Regulation and defined in Articles 7 and 32 in order to comply with Controller and Processor Obligations.

Personal Data Processing Instructions

Nature and Purpose of the Processing

Sparta Global will process personal data to the extent necessary to perform the Contract and as instructed by the Client in connection with the performance of the Contract.

Duration of the Processing

Subject to Client's written instructions, Sparta Global shall process personal data for the duration of the Contract unless otherwise instructed by Client in writing.

Categories of Data Subjects

The client may transfer personal data to Sparta Global, the extent of which is controlled and determined by Client.

Types of Personal Data Processed

Client may transfer personal data to Sparta Global the extent of which is controlled and determined by Client, of the following types: Insert applicable types of data to be processed, e.g.: Name (first and/or last), Date of birth, Address, Telephone Number, Email Address, Geo-location data, IP address.

APPENDIX 3

Spartan Consultant Assignment Schedule

Spartan Consultant Assignment Schedule to the Agreement for the Provision of Services: Between **Sparta Global** and XXXXXXXX dated the **18/08/2023 (the "Agreement")**. Defined terms in this Spartan Consultant Assignment Schedule shall relate to those in the Agreement.

Details of Spartan Consultant Placement

Assignment Number:	
Client Nam	
Client Address:	
Site(s) at which Services to be performed (if different from above):	
Spartan Consultant(s):	
Start date:	
End Date:	
Notice Period:	
Assignment Services:	
Transfer Fee:	
Fees:	
Expenses:	
Deliverables:	

Holidays/Agreed absences:	
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SIGNED for and on behalf of Sparta Global:

SIGNED for and on behalf of Client:
