

Leading Resolutions Limited

and

[Client]

**FRAMEWORK AGREEMENT FOR THE SUPPLY OF
CONSULTANCY SERVICES**

Framework Agreement for the Supply of Consultancy Services

This agreement is made on the XXXXX

BETWEEN

Leading Resolutions Limited whose registration number is 4307011 and whose registered address is at 2 Coped Hall Business Park, Royal Wootton Bassett, Swindon, Wiltshire, SN4 8DP ("**Leading Resolutions**")

AND

XXXXX whose registration number is XXXXXXXX and whose registered address is at XXXXXXXXXXXX (**the "Customer"**)

BACKGROUND

- (A) The Customer has identified a need for expert help and assistance in the performance and completion of specific projects;
- (B) Leading Resolutions has the required level of expertise needed to properly and fully provide the Services (as defined below);
- (C) This is a framework agreement which the parties have signed to govern the provision of services to be provided in accordance with discrete Assignment Schedules (as defined below).

TERMS

1. Definitions and Interpretation

In this Agreement:

- 1.1 **Agreement** means this Framework Agreement for the Supply of Consultancy Services together with its schedules which form an integral part of this Agreement.
- 1.2 **Assignment Schedule** means a written Assignment Schedule in the form attached at Schedule A in which are to be set out the details of Services to be provided on the terms of this Agreement;
- 1.3 **Confidential Information** means all information whether conveyed orally, in writing, in machine readable form or otherwise which relates to a party's business, products, developments, trade secrets, know-how, partners, personnel, suppliers and customers (or any one or combination of the foregoing) or any other information used in the provision of the Services whether or not designated as "confidential information" by the disclosing party together but does not include information which:
 - a) is or becomes public knowledge other than by breach of any obligation of confidence in relation to its disclosure;
 - b) is received from a Sub-contractor who lawfully acquired or developed it and who is under no obligation of confidence in relation to its disclosure; or
 - c) is independently developed without the use of the other party's Confidential Information;

- 1.4 **Deliverables** means any deliverables described in an Assignment Schedule, and all documents, materials, data, and other information provided to the Customer and produced by Leading Resolutions in the provision of the Services;
- 1.5 **Data** means all data, information, text, drawings and other materials which are embodied in any medium including all electronic, optical, magnetic or tangible medium and which are supplied to Leading Resolutions by the Customer or Customer Group or which Leading Resolutions is required to generate, collect, process, store or transmit in connection with this Agreement and any Assignment Schedule;
- 1.6 **Good Industry Practice** means the standard of skill, care, knowledge and foresight which would reasonably and ordinarily be expected from an experienced supplier engaged in providing services which are the same as, or similar to, the Services, in similar circumstances and for similar reward as under this Agreement and the applicable Assignment Schedule;
- 1.7 **Group** in relation to a party means any company wherever incorporated that is for the time being a subsidiary of that party, a holding company of that party or a subsidiary of any such holding company ("subsidiary" and "holding company" as defined by section 1159 Companies Act 2006);
- 1.8 **"Losses"** means all losses, costs (including the cost of enforcement), claims, demands, actions, proceedings, fines, penalties, awards, liabilities, damages, compensation, settlements, expenses and/or professional costs and/or charges and judgments (on a full indemnity basis);
- 1.9 **Personnel** means any individual(s) engaged by Leading Resolutions to provide the Services to the Customer on behalf of Leading Resolutions;
- 1.10 **Intellectual Property Rights** means any and all patents, patent applications, trademarks, trade mark applications, trade names, registered or unregistered design rights, copyright (including in relation to computer programs), database rights or other similar intellectual property rights, whether or not registered;
- 1.11 **Replacement Services** means services replacing the Services provided by Leading Resolutions;
- 1.12 **Replacement Supplier** means any third party supplier of the Replacement Services appointed by the Customer, and/or the Customer itself, and/or the Customer Group, as the case may be;
- 1.13 **Services** means those services or advice to be provided by Leading Resolutions to the Customer as detailed in the applicable Assignment Schedule;
- 1.14 **Staff** means any person including employees, agents and sub-contractors engaged directly or indirectly by Leading Resolutions or the Customer in connection with this Agreement, or any limited company contractor engaged by Leading Resolutions in the performance of Services under this Agreement;
- 1.15 **Transfer Regulations** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or re-enacted from time to time and all other local statutory instrument implementing and giving effect to the Acquired Rights Directive (Council Directive 77/187/EEC) as amended by Council Directive 98/50/EEC and consolidated by Council Directive 2001/23/EEC;
- 1.16 **Working Day(s)** means any day other than a Saturday, Sunday, or any day that is a bank holiday or other public holiday in England and Wales;

- 1.17 Clause headings are included for convenience only shall be ignored when construing this Agreement, and unless otherwise stated references to clauses or schedules are references to the clauses or schedules of this Agreement;
- 1.18 Words importing the singular include the plural, and the opposite applies, and words importing any gender include the other genders;
- 1.19 References to persons include individuals, firms, partnerships, limited liability partnerships, companies, corporations, associations, organisations, governments, governmental agencies and departments, states, foundations and trusts;
- 1.20 The use of the words "including" or "include" shall not limit the general applicability of any preceding words; and
- 1.21 A reference to any statute includes a reference to any subordinate legislation and to any amendments, consolidation, extension or re-enactment of that statute or subordinate legislation.

2. Services

- 2.1 Leading Resolutions shall provide the Services to the Customer, and where agreed the Customer Group, on the terms and conditions of this Agreement and the applicable Assignment Schedule.
- 2.2 Entering into this Agreement alone does not oblige Leading Resolutions to provide, or the Customer, and/or the Customer Group as the context requires, to accept or pay for, any Services. Where it is agreed between the parties that Services are to be provided, an Assignment Schedule setting out the nature of the Services will be produced by Leading Resolutions and signed by both parties prior to the commencement date.
- 2.3 An Assignment Schedule shall become binding upon the signature of both parties, and the terms and conditions of this Agreement shall apply to the Assignment Schedule.
- 2.4 Due to the nature of the work to be undertaken by Leading Resolutions, both parties accept that it may be necessary, from time to time, to agree to alter or adapt the Services provided by Leading Resolutions and therefore the scope, timescales and any agreed Deliverables as detailed in the Assignment Schedule. The parties therefore accept that any changes or additions to the Services, the payments as set out in the Assignment Schedule subject always to clause 3 of this Agreement, will be valid only if agreed in writing by Leading Resolutions and the Customer and duly authorised by an appropriate representative of each party.
- 2.5 Each party is responsible for the engagement and compensation of its own Staff.
- 2.6 Leading Resolutions will ensure its Personnel have the necessary skills and expertise to perform Leading Resolutions' obligations under this Agreement.
- 2.7 Subject to the terms of this Agreement, Leading Resolutions shall use reasonable endeavours to comply with any scope, timescales and any Deliverables or other targets as detailed in the applicable Assignment Schedule. In relation to such scope, timescales and any Deliverables, time shall not be of the essence in relation to this Agreement and the delivery of the Services unless agreed as such within the Assignment Schedule. Where time is of the essence both parties shall agree and document a collaborative delivery plan which shall be referenced within the Assignment Schedule.

2.8 Leading Resolutions is engaged as a provider of services independent to the Customer, and is responsible for the provision of its services. Leading Resolutions, including any Staff utilised by Leading Resolutions, shall not be subject to, or any right of, control by the Customer as to the manner in which the Services are performed. Leading Resolutions methodology shall be its own.

2.9 Leading Resolutions engages high quality Staff and is responsible for the provision of the Services carried out by them under this Agreement. Leading Resolutions may utilise such Staff as it considers appropriate in the performance of the Services and make substitutions thereof, provided always that they possess the necessary skills, qualifications and experience to perform the Services.

3. Payments

3.1 In consideration of Leading Resolutions providing the Services the Customer shall pay to Leading Resolutions an undisputed amount calculated in accordance with the applicable Assignment Schedule unless agreed otherwise in writing.

3.2 All undisputed fees shall be payable by the Customer free of deduction, set off or counterclaim within 30 days of the date of invoice. In the case of any part-disputed invoice the undisputed part will be paid in accordance with this sub-clause and the disputed part will be dealt with under clause 13.6. Leading Resolutions will secure an appropriate contact and will further ensure each invoice to include the agreed assignment authorised purchase order number obtained from the Customer specific to the Services provided. The Customer agrees to provide any required purchase order number or comply with any other internal requirement of the Customer in a timely manner.

3.3 The charge for the Services shall, unless otherwise stated, be exclusive of any applicable value added tax, which shall be payable by the Customer subject to receipt of a valid VAT invoice.

3.4 If any sum payable to Leading Resolutions under this Agreement is not paid by the date on which it is due, then (without prejudice to any other available remedy), subject to Leading Resolutions providing the Customer with written notice at least five (5) days' prior to charging such interest, interest will accrue on the overdue amount at the rate of two (2%) per cent over the base rate of the Bank of England from time to time from the date the payment is due until payment is made (calculated on an annual basis but accruing daily) and Leading Resolutions reserves the right in its discretion to suspend provision of all or any part of the Services without liability for any consequence.

4. Duration and Termination

4.1 Unless terminated earlier in accordance with the provisions of this Agreement or otherwise by operation of law, this Agreement shall start on the date that both parties have signed this Agreement and shall continue in force for an initial term until the day immediately prior to the fifth anniversary of the date this Agreement is signed by both parties ("Initial Term"). This Agreement shall then continue on an annual basis (subject to express rights of termination in this Agreement) unless and until terminated by either party on 3 months' prior written notice to expire no earlier than the end of the Initial Term or the then next anniversary of the end of the Initial Term. Each discrete assignment for Services shall start on the date specified in the applicable Assignment Schedule, and shall continue for the period stated in that Assignment Schedule unless completed earlier to the Customer's

satisfaction, or terminated by either party in accordance with the terms of this Agreement. For the avoidance of doubt, all Assignment Schedules shall not automatically terminate upon the termination of this Agreement, but will continue in accordance with their terms.

- 4.2 Either party may terminate this Agreement by giving the other party no less than 30 days' written notice. Each Assignment Schedule may be terminated by either party by giving the other party not less than the period of notice specified in that Assignment Schedule.
- 4.3 In the event of conflict between the terms of this Agreement and an Assignment Schedule, this Agreement will take precedence except to the extent that the Assignment Schedule expressly varies this Agreement.
- 4.4 Either party shall be entitled to terminate this Agreement and all then current Assignment Schedules forthwith on notice at any time if:
- a) the other party makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or becomes subject to an administration order or go into liquidation (either voluntary or compulsory) (other than for the purpose of amalgamation or reconstruction); or
 - b) an encumbrancer takes possession, or a receiver is appointed, over any of the other party's property or assets; or
 - c) the other party ceases, or threatens to cease, to carry on business; or
 - d) the other party is in material breach of this Agreement and/or any Assignment Schedule and, in the case of a breach that is capable of remedy, and fails to remedy it within 28 days after receipt of a written notice giving full particulars of the breach, requiring it to be remedied and warning of the sender's intention to terminate if it is not so remedied.
- 4.5 Termination or expiry of this Agreement for whatever reason shall be without prejudice to the accrued rights, remedies and obligations of the parties.

5. Customer's Obligations

- 5.1 The Customer shall be responsible for the accuracy of the content of all documents, data or other materials provided to Leading Resolutions during the course of this Agreement and all Assignment Schedules.
- 5.2 The Customer acknowledges that Leading Resolutions has expended considerable resource in sourcing, training and maintaining its Personnel to perform the Services. Accordingly, the Customer agrees that in the event that the Customer or any other company within the Customer's Group to which Leading Resolutions provides any Services, employs or engages such Personnel either within three months of the Personnel having been introduced to and interviewed by the Customer, during the currency of any Assignment associated with this Agreement, within a period of six months after the expiry or termination of any such Assignment (including any extension), or whilst working for Leading Resolutions in any capacity whatsoever, whether as an employee or in a self-employed capacity (and whether directly or indirectly through another legal entity) then the Customer shall pay Leading Resolutions on demand a sum equal to a placement fee of 40% of the annual gross starting salary payable to the individual (or if the services are supplied in a self-employed or other capacity, 40% of the total fee which is payable) during the first 12 months of any such engagement.

The Customer further acknowledges that this payment represents a genuine pre-estimate of the placement fee which would be typically payable for the permanent

placement or introduction of such Personnel at the level of experience and expertise required and is therefore not a penalty.

6. Leading Resolutions' Obligations

- 6.1 Leading Resolutions will ensure that all computer equipment and associated software which it or any Personnel use in connection with the Services is compliant and licensed and contains up to date virus protections in accordance with Good Industry Practice.
- 6.2 Leading Resolutions shall comply with the provisions of Schedule B.
- 6.3 Leading Resolutions shall maintain all files and other information relating to the Customer information at the premises of the Customer and shall not make additional copies or transfer the files and other information relating to the Customer information to another location without the prior written consent of Customer.
- 6.4 Leading Resolutions shall work in a safe manner and comply, upon notification, with all relevant health and safety legislation. Leading Resolutions shall follow, upon notification, any reasonable safety procedures, rules or other guidance provided by the Customer.
- 6.5 Leading Resolutions shall comply with the provisions of Schedule C.

7. Cooperation

- 7.1 The Customer acknowledges that the project that is the subject of each Assignment Schedule is a collaborative project the successful outcome of which will depend on the timely input of the Customer, and confirms that it and its Staff shall cooperate and provide all reasonable assistance to Leading Resolutions including timely decision-making and the provision of all such information, data and access to premises, systems and any relevant third party providers reasonably required by Leading Resolutions in the provision of the Services. The Customer acknowledges that where it does not reasonably co-operate and provide such reasonable assistance in accordance with this clause, Leading Resolutions shall not be liable for any resulting delay or failure in its provision of the Services.

8. Warranties

- 8.1 Leading Resolutions warrants to the Customer that:
 - (a) the Services will be provided using reasonable care and skill and in accordance with Good Industry Practice;
 - (b) the Services and the Deliverables will conform in all material respects with the applicable Assignment Schedules;
 - (c) Leading Resolutions and its Personnel have the necessary skills and expertise to perform Leading Resolutions' obligations under this Agreement; and
 - (d) Leading Resolutions is free to enter into this Agreement, and at the date of this Agreement, is not aware of any circumstance, financial or otherwise, which would prevent it from providing the Services and complying with the terms of this Agreement.
- 8.2 Leading Resolutions further warrants and undertakes to the Customer that it and its Personnel in the performance of the Services shall fully comply, at all times, with all reasonable known relevant Customer health and safety and security policies and

procedures, as supplied and notified to Leading Resolutions by the Customer, that are in place from time to time.

- 8.3 The warranties given in this clause are in place of all warranties, conditions or other terms implied by statute or otherwise that relate to quality, fitness for purpose or compliance with description, all of which are excluded to the fullest extent permitted by law.

9. Limitation of Liability

- 9.1 Each Assignment Schedule will be negotiated and agreed by Leading Resolutions with the Customer in the context of information provided by the Customer as to the Customer's particular needs and requirements. The Services and Deliverables will be scoped and priced accordingly.

- 9.2 Unless agreed otherwise in the applicable Assignment Schedule, subject to clause 9.3, each party's aggregate liability for all or any loss, damage, costs, expenses or other claims arising from breach of contract, tort (including negligence and negligent misstatement), breach of statutory duty or otherwise, arising out of or in connection with this Agreement and/or any Assignment Schedule shall not exceed the aggregate amount of all payments made or to be made, due or payable by the Customer to Leading Resolutions pursuant to the Assignment Schedule in relation to which the cause of action arises.

- 9.3 The Liability of Leading Resolutions for a material breach of its obligations under Schedule B shall be subject to a limit per claim of the Fee value of the relevant Assignment Schedule and an aggregate limit for all and any claims in any 12-month rolling period of all Fees on all Assignment Schedules approved within the 12-month rolling period.

- 9.4 Leading Resolutions shall maintain throughout the continuance of this Agreement:

- (a) public/product liability insurance with an indemnity limit of no less than ten million pounds Sterling (£10,000,000) per claim;
- (b) professional indemnity insurance with an indemnity limit of no less than five million pounds Sterling (£5,000,000) per claim; and
- (c) employer's liability insurance for a minimum amount of cover of ten million pounds Sterling (£10,000,000) on a single event or series of events.

Each such policy shall be with a well-established insurance office or underwriter of repute. Leading Resolutions shall promptly furnish copies of the insurance policy and renewal certificates or other reasonable evidence of cover to the Customer upon its request with all such requests being reasonable and in connection with this Agreement and the provision of Services. Leading Resolutions shall not knowingly do (or omit to do) anything which will cause such policy to be invalid. Neither the failure to comply nor full compliance with this clause shall relieve Leading Resolutions of its liabilities and obligations under this Agreement. For the avoidance of doubt, the provisions of this clause 9.4 are without prejudice to any limitation or exclusion of liability set out in this Agreement.

- 9.5 Neither party shall be liable to the other party (whether such liability arises in contract, tort (including negligence and negligent misstatement), breach of statutory duty or otherwise) for any indirect or consequential losses including: indirect loss of income or revenue; loss of business; indirect loss of profits or contracts; loss of anticipated savings; indirect loss of data; or loss or waste of management or office time, however arising, and whether caused by tort

(including negligence and negligent misstatement), breach of contract, breach of statutory duty or otherwise.

10. Intellectual Property

- 10.1 All Intellectual Property Rights owned by a party to this Agreement at the date of this Agreement shall at all times be and remain the exclusive property of the owning party ("**Background IPR**").
- 10.2 Subject to Clause 10.1, Leading Resolutions grants to the Customer a perpetual, non-exclusive and royalty-free licence to use Leading Resolutions' Background IPR to the extent reasonably necessary for the Customer to derive the full benefit of the Services and the Deliverables in accordance with this Agreement.
- 10.3 Subject to Clause 10.1, Leading Resolutions assigns (including by way of present assignment of future copyright) to the Customer with full title guarantee the Intellectual Property Rights in the Deliverables that are identified in Assignment Schedules as being Deliverables in which the Intellectual Property Rights are to be assigned to the Customer. Leading Resolutions undertakes at the request of the Customer to execute all such further documents and do such other acts as the Customer may reasonably request to give effect to such assignment.
- 10.4 Subject to Clause 10.1, the Customer grants, subject to Leading Resolutions complying with the Customer's brand guidelines provided by the Customer to Leading Resolutions from time to time, Leading Resolutions a non-exclusive, royalty free and non-transferable or sub-licensable licence for the term of this Agreement for the Personnel to use the Customer's Background IPR and the Intellectual Property Rights in any documentation and other information it provides to Leading Resolutions in the course of this Agreement, to the extent reasonably necessary to enable Leading Resolutions to provide the Services.
- 10.5 Leading Resolutions warrants to the Customer that:
- (a) its Background IPR and the Deliverables provided by Leading Resolutions to the Customer will not infringe any third party Intellectual Property Rights;
 - (b) it has entered into contracts with all Personnel under which they: assign to Leading Resolutions all Intellectual Property Rights in and to any Deliverables created by such Personnel under an Assignment Schedule; and waive any and all moral rights in the Deliverables to which such Personnel are now or may in the future be entitled under any legislation now existing or in the future enacted in any part of the world.
- 10.6 The Customer warrants to Leading Resolutions that its Background IPR, and any documents or other material and data or other information and devices or processes that will be provided by the Customer to Leading Resolutions for use in the provision of the Services, will not infringe any third party Intellectual Property Rights.
- 10.7 In the event that a claim for the infringement of third party Intellectual Property Rights is made or intimated against a party to this Agreement in relation to any documents or other materials, data or other information or devices and processes provided to that party by the other party in relation to this Agreement, the other party shall indemnify that party against any and all Losses, costs, expenses, damages or other losses suffered or payments made by it in connection with the claim and any associated judgment or settlement provided that: (i) the other party notifies that party in writing of such claim as soon as reasonably practicable; (ii) that party shall permit the other party to have sole control of the defence, compromise or settlement of such a claim (including appeals); (iii)

that party does not make any prejudicial statements or settlement offers without the other party's prior written consent; and (iv) that party fully co-operates with the other party in the defence or settlement of such claim. The provisions of this clause 10.7 shall survive termination of this Agreement.

11. Confidentiality

- 11.1 Each party will take all reasonable steps to ensure that any Confidential Information which it supplies to the other party remains confidential to the parties. Such Confidential Information will only be made available by the receiving party to those of its personnel who have a reasonable need to know of it (provided that such personnel are made aware of, and are subject to obligations of confidentiality at least as onerous as the obligations of confidentiality contained in this clause 11, which the receiving party agrees to enforce at its own expense and the other party's request). Either party is entitled to request the return of all copies of any Confidential Information within 14 days by giving the other party written notice save for that which is incorporated in the receiving party's confidential company records, which continue to be subject to this clause 11.
- 11.2 This obligation of confidentiality will remain in force beyond the cessation or other termination of this Agreement and all associated Assignment Schedules. Neither party shall make or permit others to make any reference to the subject matter of the Agreement, or the Confidential Information or use the name of the other party in any public announcements, promotional, marketing or sales materials or efforts without the prior written consent of the other party.
- 11.3 This clause shall not apply to any documents or other materials and data or other information to the extent that they are already in the public domain at the time when they are provided by either party, and shall cease to apply where either party is required by law to make a disclosure or if at any time the information becomes public knowledge through no fault of the other party.
- 11.4 Each party undertakes that any Confidential Information, which is received from the other party, will only be used for the purposes of this Agreement and/or any Assignment Schedule.
- 11.5 Notwithstanding the provisions of this clause, subject to the Customer's prior written consent and Leading Resolutions' compliance with the Customer's brand guidelines provided by the Customer to Leading Resolutions from time to time, the Customer agrees that Leading Resolutions may include the Customer's name and logo and a short description/synopsis of the work carried out for the Customer in any advertising, promotional, marketing materials, presentations or other marketing activities carried out from time to time by Leading Resolutions provided that in all cases the integrity of the Customer's confidential information and associated goodwill is not prejudiced.
- 11.6 The provisions of this clause 11 shall survive termination of this Agreement.

12. Anti-Bribery

- 12.1 Leading Resolutions shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010.
- 12.2 Leading Resolutions shall comply with all other applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption.

- 12.3 Leading Resolutions shall promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by Leading Resolutions in connection with the performance of this Agreement.
- 12.4 Leading Resolutions shall immediately notify the Customer in writing if a public official becomes a partner, officer or employee of Leading Resolutions or acquires a direct or indirect interest in Leading Resolutions, and Leading Resolutions warrants that it has no public officials as direct or indirect owners, partners, officers or employees at the date of this Agreement.

13. General

- 13.1 Neither party shall be liable to the other for any delay or non-performance of its obligations under this Agreement and/or any Assignment Schedule arising from any cause or causes beyond its reasonable control including any of the following: interruption or failure of utility services including but not limited to electricity, gas, water or telephone services, failure of or disruption to any transportation service, any industrial dispute, severe weather conditions, act of god, acts or regulations of governmental bodies or acts, acts of war or other hostilities, terrorism, fire, flood, explosion or civil commotion. In the event that such an event lasts for more than 30 days, either party shall be entitled to terminate any Assignment Schedule affected by such delay or non-performance by providing written notice to the other.
- 13.2 Each party confirms that it is an independent business and nothing in this Agreement or by virtue of performing the Services shall be taken as creating a relationship of agent to principal, employer to employee, partnership or joint venture that would impose liability upon one for the act or failure to act of the other, or any form of a fiduciary relationship or duty between either party, nor will it be construed as granting either party the right, power, or authority (express or implied) to create any duty or obligation for the other.
- 13.3 Leading Resolutions shall be solely responsible for all income tax and National Insurance due in respect of the work done by the Personnel in providing Services under this Agreement and each Assignment Schedule and will indemnify the Customer against any liability, assessment or claim together with all reasonable expenses and any penalty, fine or interest incurred or payable by the Customer in connection with any such liability, assessment or claim. The Customer may at its option satisfy such indemnity by way of deduction from any payments to be made by the Customer to Leading Resolutions under this Agreement.
- 13.4 The terms of this Agreement represent the entire agreement between the parties and supersede any previous representations or agreements whether recorded in writing or otherwise. Each of the parties acknowledges that in entering into this Agreement it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as set out in this Agreement.
- 13.5 Each party agrees that any modification to this Agreement may only be made by signed written agreement between both parties.
- 13.6 If any dispute arises out of or in connection with this Agreement and/or any Assignment Schedule, the parties will attempt in good faith to negotiate a settlement. If the matter is not resolved by negotiation, the parties will refer it to mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. (See

www.cedr.co.uk). Unless the parties agree on the choice of mediator within 7 days of one party nominating a proposed mediator in writing to the other, the mediator shall be appointed by CEDR at the request of either party. If the parties fail to agree terms of settlement within 21 days of the start of the first meeting held under such procedure, the dispute may be referred to litigation by either party. Nothing in this clause shall prevent or delay either party from issuing proceedings in respect of breaches of 6, 8, 10, 11 and Schedule B, seeking injunctive relief in any court in respect of clause 11 or any infringement of Intellectual Property Rights or from issuing proceedings to recover any undisputed debt or from joining the other party to any proceedings issued against the first party by a third party.

- 13.7 This Agreement and each Assignment Schedule and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed and construed according to the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English Courts to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 13.8 Any notice given under this Agreement shall be in writing and shall be delivered by hand or by commercial courier or by Royal Mail special delivery posted in the United Kingdom. In the case of commercial courier or Royal Mail special delivery, delivery shall be deemed to take place at the time recorded on the delivery receipt or, as the case may be, on receipt by the sender of a notice that the addressee has "gone away" or refused to take delivery or any notice having similar effect. Notices shall be delivered or posted to the addresses of the parties given above or to any other United Kingdom address notified in substitution on or after the date of this Agreement.
- 13.9 No forbearance, delay or indulgence by either party in enforcing the provision of this Agreement will prejudice or restrict the rights of that party nor will any waiver of its rights operate as a waiver of any past or subsequent breach.
- 13.10 Save for Customer Group who shall have rights to enforce any term of this Agreement, any person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement (but this does not affect any rights or remedies of a third party which exist or are available apart from that Act).
- 13.11 Leading Resolutions reserves the right to assign, novate, charge or otherwise part with possession (in whole or part) this Agreement and will use reasonable endeavours (except where it is subject to a confidentiality obligation) to provide no less than 60 days' notice to the Customer of such an event.
- 13.12 This Agreement may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

The parties have signed this Agreement on the date appearing at the beginning of this Agreement

Signed by (print name)..... Date:

For and on behalf of

Leading Resolutions Limited

Signature

Signed by (print name)..... Date:

For and on behalf of

[INSERT COMPANY NAME]

Signature

Schedule A

ASSIGNMENT SCHEDULE

This Assignment Schedule shall, upon its signature by both parties, be deemed to incorporate the provisions set out in the Leading Resolutions' Client Consultancy Agreement.	
Assignment Number: [INSERT REFERENCE]	Date: [INSERT DATE]
Parties to this Agreement	
Company: Leading Resolutions Limited	Company's registered address: 2 Coped Hall Business Park, Royal Wootton Bassett, Swindon, Wiltshire, SN4 8DP
Customer: [INSERT CLIENT CO NAME]	
Site address: [INSERT SITE ADDRESS]	Customer registered address: [INSERT REGISTERED ADDRESS]
Assignment Period – Commencement Date and Duration	
The Services shall commence on [INSERT DATE] ("Commencement date") and continue thereafter until [INSERT DATE] unless otherwise terminated in accordance with the Agreement.	
Notice Period	
[INSERT NOTICE PERIOD – THIS MAY VARY DEPENDING ON ASSIGNMENT DURATION]	
Scope – High level Assignment Brief	
Assignment sponsor: [INSERT SPONSOR DETAILS]	
Stakeholders: [INSERT STAKEHOLDER DETAILS]	
Customer key personnel (if not above):	
Assignment brief: [INSERT ASSIGNMENT BRIEF AND DELIVERABLES]	
Skills and Expertise This assignment will draw on and co-ordinate skills and expertise from [INSERT DETAILS] consultants from our team, on a fractional basis as required, combined with our innovation platform tool. Specific skills will include: <ul style="list-style-type: none"> ■ [INSERT SKILLS] ■ [INSERT SKILLS] ■ [INSERT SKILLS] 	
The engagement will be managed via Leading Resolutions internal governance and PMO, utilising Leading Resolutions IP in deliverables. For the avoidance of doubt, the ownership of all intellectual property rights subsisting in the deliverables shall be governed in accordance with the Agreement.	
NOTE: There are dependencies on [Insert Client] and third parties to undertake activities that will enable the plans and deliverables to be achieved. In the case that at any time identified dependencies are not able to be met then Leading Resolutions will give reasonable notice of any delay or variation via daily/weekly governance process and will work collaboratively to mitigate commercial and operational impact	

Leading Resolutions Resources and Agreed Pricing Details	
Total fees payable: £[INSERT FEES] plus VAT	Invoicing schedule: Fees to be invoiced as follows: [INSERT INVOICING SCHEDULE]
Expenses: Reasonable travel and accommodation expenses where required to be recharged to the client at cost [CHECK IF THIS IS APPROPRIATE]	Additional T&Cs:

Special Provisions	
Location/IT Equipment: The work is to be carried out on the Customer's site and at Leading Resolutions' offices or remotely by Leading Resolutions except where agreed otherwise by both parties in writing on or before commencement. While at the Customer's offices all Leading Resolutions personnel are to use their own equipment unless advised otherwise. [CHECK IF THIS IS APPROPRIATE – IS IT REMOTE WORKING?]	
Notice of Termination: In the event that the Customer terminates the assignment early, Leading Resolutions will be entitled to charge for the greater of a) the proportion of deliverables completed at point of termination or b) time incurred to date of termination.	
Change of Scope: Material changes to the scope of services that impact resource and effort required will be agreed subject to commercial terms.	
Signatures	
Signed and authorised for and on behalf of Leading Resolutions Limited: We accept these Terms of Assignment (which we confirm we have read and understood) as contained in the Terms and Conditions Agreement for the Supply of Consultancy Services and as set out in this Assignment Schedule.	Signature:
	Print Name: Lysa Eastlake
Date:	Position held: Head of Operations
Signed and authorised for and on behalf of [INSERT CLIENT CO NAME]: We accept these Terms of Assignment (which we confirm we have read and understood) as contained in the Terms and Conditions Agreement for the Supply of Consultancy Services and as set out in this Assignment Schedule.	Signature:
	Print Name: [INSERT SPONSOR DETAILS]
Date:	Position held: [INSERT SPONSOR TITLE]

Schedule B1. **IN THIS AGREEMENT, THE FOLLOWING DEFINITIONS APPLY:**

Applicable Law	<ul style="list-style-type: none"> a) any law and regulation in force from time to time giving effect to or corresponding with the DP Laws or to which a party is subject or in any jurisdiction where the Customer's Personal Data are processed; b) any binding court order, judgment or decree; c) any applicable industry code, policy or standard; d) any applicable direction, policy, rule or order binding on a party and made by a regulatory body having relevant jurisdiction; and e) any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority;
DP Laws	<p>All Applicable Laws relating to the processing, privacy, and use of personal data, as applicable to the Controller, the Processor and the services in this Agreement, including:</p> <ul style="list-style-type: none"> a) in the UK: the Data Protection Act 2018 and/or the General Data Protection Regulation (EU) 2016/679 ("GDPR"), the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (b) in member states of the European Union: the Directive 95/46/EC (or, once applicable, the GDPR) and the Directive 2002/58/EC (ePrivacy Directive);
Data Protection Losses	<p>all liabilities and other amounts, including all:</p> <ul style="list-style-type: none"> (a) costs (including legal costs and costs of enforcement), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); and (b) loss or damage to reputation, brand or goodwill; (c) to the extent permitted by Applicable Law: <ul style="list-style-type: none"> (i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority; (ii) compensation paid to a Data Subject (including compensation to protect goodwill and ex gratia payments); and (iii) costs of compliance with investigations by a Supervisory Authority; and (d) the costs of loading the Customer's Personal Data, replacement of Customer materials, loss of use of systems, to the extent the same are lost, damaged or destroyed, and any loss or corruption of the Customer's Personal Data (including the costs of rectification or restoration of Customer Data);

Personal Data	the personal data of or provided by the Customer processed by or on behalf of Leading Resolutions in the course of its provision of the Services or otherwise in connection with this Agreement;
Loss	has the meaning given in clause 1.8;
Supervisory Authority	any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering DP Laws; and
Supplier's Persons	has the meaning given in clause 1.1.

The terms “appropriate technical and organisational measures”, “Controller”, “Data Subject”, “personal data”, “processing”, and “Processor” shall be interpreted in accordance with the GDPR. For the purposes of this Schedule B, references to Customer incorporates those Customer Group and Services means the services provided, or to be provided, to Customer pursuant to the Agreement.

- 1.1 The parties acknowledge that in respect of the Agreement, Customer is the Controller, and Leading Resolutions and those that process the Customer's Personal Data for Leading Resolutions or on its behalf (“**Supplier's Persons**”), are the Processors.
- 1.2 The Customer's Personal Data shall be processed by Leading Resolutions for the exclusive purpose of supplying the Services and only for the term of the Agreement and/or the Assignment Schedules.
- 1.3 Leading Resolutions shall indemnify the Customer from and against all Data Protection Losses (including the cost of enforcement) expenses, liabilities, injuries, losses, loss or damage to reputation or goodwill, damages, claims, demands, proceedings or legal expenses and costs, judgments, administrative fines, penalties, sanctions, liabilities or other remedies, compensation paid to a Data Subject (including compensation to protect goodwill and ex gratia payments), costs of compliance with investigations by a Supervisory Authority which Customer may incur or suffer as a result of a direct breach of this Schedule B and/or the negligence of Leading Resolutions. This indemnity survives termination and expiry of the Agreement and/or the Assignment Schedules.
- 1.4 The processing carried out by Leading Resolutions under this Agreement and any Assignment Schedules shall comprise the processing set out in clause 1.7 below and such other processing as the parties may agree in writing.
- 1.5 Leading Resolutions shall, and shall ensure that Supplier Persons, process the Customer's Personal Data only on and in accordance with Customer's written instructions, which may be specific instructions including those set out in clause 1.6(e) or instructions of a general nature as set out in the Agreement and any Assignment Schedules or as otherwise notified by Customer to Leading Resolutions from time to time.
- 1.6 The parties acknowledge that in respect of this Agreement the:
 - (a) subject matter of the processing is as defined within the Assignment Schedule;
 - (b) nature and purpose of the processing is as defined within the Assignment Schedule;
 - (c) types of personal data processed are as defined within the Assignment Schedule;

- (d) categories of data subjects are as defined within the Assignment Schedule; and
 - (e) processing instructions are as defined within the Assignment Schedule.
- 1.7 Leading Resolutions undertakes to Customer that it and the Supplier Persons shall process the Customer's Personal Data only as necessary for the services provided pursuant to this Agreement and any Assignment Schedules and:
- (a) keep the Personal Data confidential;
 - (b) not give access to or transfer any of the Customer's Personal Data to any third party or subcontract any of the Services;
 - (c) perform its obligations in accordance with Applicable Laws;
 - (d) comply with the systems, policies and procedures which Customer may introduce and inform Leading Resolutions of from time to time in respect of the Customer's Personal Data;
 - (e) maintain written records of all categories of processing activities carried out on behalf of Customer, including the information required by DP Laws;
 - (f) by taking into account the nature of the processing, assist Customer by using appropriate technical and organisational measures and as far as possible, to fulfil Customer's obligations to respond to data subjects exercising their rights;
 - (g) by taking into account the nature of the processing and the information available to Leading Resolutions, assist Customer in ensuring compliance with its obligations pursuant to Articles 32 to 36 of the GDPR;
 - (h) take reasonable steps in accordance with Good Industry Practice to ensure the reliability and competence of Supplier Persons who have access to the Customer's Personal Data;
 - (i) ensure that personnel authorised to access the Customer's Personal Data have committed in writing to keep the Customer's Personal Data confidential;
 - (j) ensure that personnel processing the Customer's Personal Data have been Disclosure and Barring Service checked;
 - (k) allow Customer and its auditors or agents to conduct audits and inspections during the Agreement, including by access to the premises, Staff and resources used in connection with the Services and the information maintained in accordance with clause (e), and provide all reasonable assistance to them. The purposes of audits and inspections pursuant to this clause include verifying that the Customer's Personal Data are processed in accordance with this Agreement; and
 - (l) ensure that the Customer's Personal Data are processed for Customer's purposes only and not the purposes of any person other than Customer.

- 1.8 Leading Resolutions warrants that it has appropriate technical and organisational measures in place to protect the Customer's Personal Data against accidental or unlawful destruction, loss, alteration, damage, theft, unauthorised disclosure or access ("**Loss**") appropriate to the harm which may result from any Loss and having regard to the nature of the Customer's Personal Data which is to be protected and as a minimum meet Good Industry Practice.
- 1.9 Leading Resolutions will promptly provide Customer with such information as is reasonably necessary to enable Customer to satisfy itself of Leading Resolutions' compliance with this Schedule B.
- 1.10 Leading Resolutions agrees not to process the Customer's Personal Data outside of the European Economic Area (or the United Kingdom if the United Kingdom ceases to be a member of the European Economic Area) without the prior written consent of Customer. Customer's prior written consent will be subject to Leading Resolutions providing appropriate safeguards for such processing, in accordance with the DP Laws.
- 1.11 For the avoidance of doubt the parties acknowledge that all of the Customer's Personal Data is the property of Customer.
- 1.12 Leading Resolutions shall immediately notify Customer:
- (a) if it cannot comply with its obligations under this Schedule B;
 - (b) if it becomes aware of any Loss of the Customer's Personal Data (and in any event within 18 hours of becoming aware of the Loss);
 - (c) to the extent required by DP Laws, if and why, in its reasonable opinion, a Processing Instruction infringes DP Laws.
 - (d) about any legally binding request for disclosure of the Customer's Personal Data by a law enforcement agency unless otherwise prohibited under criminal law; and
 - (e) about any request received directly from data subjects and shall not respond to the request.
- 1.13 If the European Commission lays down, or an applicable Supervisory Authority adopts, standard contractual clauses for the matters referred to in Article 28(3) and Article 28(4) of the GDPR pursuant to Article 28(7) or Article 28(8) of the GDPR (as appropriate) and Customer notifies Leading Resolutions that it wishes to incorporate any element of any such standard contractual clauses into this Agreement, Leading Resolutions shall agree to the changes as reasonably required by Customer in order to achieve this.
- 1.14 Save to the extent Applicable Law in the UK or the EU requires retention of the Customer's Personal Data, on termination of the Services Leading Resolutions shall, as requested by Customer, return or destroy all of the Customer's Personal Data and copies thereof and certify that this has been done.

Schedule C - IT Security Schedule

Definitions

Acceptable Use of Information Policy means the Customer document which describes the classification process for **the Customer's Data** and which the Customer may amend from time to time;

Customer Systems refers to all development, test and production systems in which the Customer are responsible for their governance, installation, development, management (including **Security Incident** management), maintenance, protection or decommissioning;

Certificate Authority means either (a) a designated team responsible for the creation, installation, maintenance and decommission of digital certificates or (b) a trusted organisation that issues electronic documents that verify the authenticity of an organisation's identity on the Internet;

Environmental Threats means any events caused intentionally, accidentally or outside of human control which include biological events (e.g. disease outbreaks), meteorological events (e.g. hail, thunder, hurricanes, blizzards and tornados), geological events (e.g. earthquakes, volcanic), hydrological events (e.g. flooding or tsunamis), natural hazards (e.g. wild fires in forests or bushes) and infrastructure failures (e.g. power fluctuation, failure of environment controls that maintain humidity and air quality, hardware malfunctions, electrical fires);

Good Industry Practice means, in the case of the obligations set out in this Schedule C, the exercise of the highest degree of skill, care, prudence, efficiency, foresight and timeliness which would reasonably be expected from a person highly skilled and experienced in providing services in accordance with ISO27001 and ISO27002;

Information Security Policy means a document (or set of documents) that specify the rules by which Leading Resolutions specifies how all users, networks and information assets within Leading Resolutions' control are governed, installed, implemented, managed, maintained, monitored, protected and decommissioned;

Malicious Code means any software, virus, Trojan horse, time bomb or other code (which can take the form of but not be limited to Java applets, ActiveX controls, scripting languages, browser plug-ins or pushed content) that is harmful, disabling or which enables unauthorised access to or theft of or damage to **the Customer's Confidential Information** or other information or otherwise impairs the operation of the **Supplier Systems**;

Privileged User Access means access to a system where the user has permission and rights beyond those of normal users; for example, Windows Administrators, Unix Root Accounts or derivatives thereof;

Security Assessment means tests performed on the **Supplier Systems** in order to identify weaknesses in applications or infrastructure, network perimeters or other infrastructure elements that may result from poor or improper system configuration, known and/or unknown hardware or software flaws;

Security Assessment Vendor means a suitably qualified, third party approved by the Customer's Information Security who are employed to perform a **Security Assessment**;

Security Incident means an event (or chain of events) that compromises (or is likely to compromise) the confidentiality, integrity or availability of **the Customer's Confidential Information** or the **Supplier Systems**, or violates (or potentially violates) Leading Resolutions' IT security policies or standards or

the requirements of this Agreement, or otherwise has an adverse impact on Customer's ability to receive the Services or Leading Resolutions' ability to perform its obligations under the Agreement;

Sub-contractor means any sub-contractor from time to time providing goods or services (or both) to Leading Resolutions (including Leading Resolutions' contractors, sub-contractors, agents and any Leading Resolutions Group) in connection with the performance of the Services;

Supplier Personnel means all employees, agents, consultants and contractors of Leading Resolutions or of any Sub-contractor or both;

Supplier Systems means the information technology systems and networks including, without limitation, all telephony, hardware and software owned by, or licensed to, Leading Resolutions or a Sub-contractor which is used by or on behalf of Leading Resolutions or the Sub-contractor in the provision of the Services.

1 Introduction

- 1.1 Customer is committed to maintaining confidentiality, integrity and availability of all of the information it uses or stores in accordance with its value, sensitivity, the risks to which it is exposed and in a manner consistent with all regulatory requirements and in accordance with this Agreement.
- 1.2 Leading Resolutions shall ensure that in relation to its provision of the Services, the following areas are protected against malicious or accidental damage or abuse:
 - a) the Customer's Confidential Information, including the computer code used to process the Customer's Confidential Information;
 - b) Customer Systems; and
 - c) Supplier Systems.

2 Information Security Governance and Policy

- 2.1 Leading Resolutions must develop, maintain and implement an Information Security Policy in accordance with Good Industry Practice, to be reviewed no less than once every 12 months. Leading Resolutions' Information Security Policy must be available to Customer upon request.

3 Human Resource Security

- 3.1 Leading Resolutions shall ensure thorough background checks are carried out on all supplier personnel that they engage with and will meet any specific client requirements.
- 3.2 Leading Resolutions acknowledges and agrees that the activity of any Supplier Personnel working at Customer premises may be monitored by Customer. Customer have the unfettered right to deny access to Customer premises to any Supplier Personnel without notice.
- 3.3 Leading Resolutions shall, prior to the date of this Agreement, appoint a member of the Supplier Personnel to act as Supplier Relationship Manager to be able to respond to Customer inquiries regarding information security and ensure Leading Resolutions' compliance with its information security obligations under this Agreement.

4 Asset Management

- 4.1 The security status of critical IT environments (including, without limitation, the Supplier Systems), computer installations and networks relating to Leading Resolutions' provision of the Services shall be subject to thorough, independent and regular security audits/reviews by Leading Resolutions. The results of all such reviews shall be available to Customer upon request.
- 4.2 Leading Resolutions shall ensure that the Customer's Confidential Information is classified and handled in accordance with Customer's Information Classification and Handling policy and that the Customer's Confidential Information is sufficiently protected in line with Customer's Acceptable Use of Information Policy, provided such policies have been provided to Leading Resolutions in advance.
- 4.3 All backup and archival media containing the Customer's Confidential Information must be contained in secure, environmentally-controlled storage areas owned, operated, or contracted for by Leading Resolutions. Storage areas used to store such media shall make reasonable efforts to reduce the impact resulting from Environmental Threats.

- 4.4 To the extent that the Customer's Confidential Information is no longer required by Leading Resolutions to enable Leading Resolutions to perform its obligations or exercise its rights under the Agreement, Leading Resolutions shall immediately notify Customer of the same and, at Customer's option, shall (and shall procure that its directors, employees, Sub-Contractors and other relevant third parties shall) either immediately return such Confidential Information of the Customer (together with any copies, notes, transcriptions or records of the information in its control, power or possession) to Customer, or destroy it. Where applicable, evidence of destruction shall be made available to Customer on request.
- 4.5 Leading Resolutions shall ensure that all electronic devices that form part of the Suppliers Systems, or connect to it by the Supplier Personnel in the provision of the Services, are approved for use by Leading Resolutions.

5 Access Control

- 5.1 Where Leading Resolutions provides the ability to authenticate users into Customer systems, Leading Resolutions shall ensure that:
- (a) all Supplier Personnel have individual user accounts and that no user accounts will be shared amongst Supplier Personnel;
 - (b) access is revoked immediately following the relevant Supplier Personnel's involvement in the Services ceasing; the Customer must also be notified immediately of such involvement being ceased;
 - (c) the Supplier Systems adequately prevent access to systems through repeated access attempts by an unauthorised user. Such attempts must be logged by the Supplier Systems and system access locked after repeated attempts to gain access; and
 - (d) an access review (including a review of privileged access) is conducted every month during the term of this Agreement and copies of the output of the access review (in an electronic format) are provided to Customer within five (5) Working Days of Leading Resolutions completing the access review.

6 Cryptography

- 6.1 Leading Resolutions shall ensure that cryptographic keys and digital certificates are managed securely at all times, in accordance with documented control requirements and procedures which are consistent with Good Industry Practice.
- 6.2 Leading Resolutions shall ensure that if public key infrastructure (PKI) is used, it shall be protected by 'hardening' the underlying operating system(s) and restricting access to a Certificate Authority.
- 6.3 All of the Customer's Confidential Information stored on any digital or electronic portable storage device must be encrypted with a Federal Information Processing Standards (FIPS) or National Institute for Standards and Technology (NIST) certified cipher and any associated encryption keys are managed by Leading Resolutions.

7 Physical and Environment Security

- 7.1 Leading Resolutions shall ensure that physical controls are in place to restrict access to authorised individuals surrounding its premises and data centre environments that support the Supplier Systems.

- 7.2 Where applicable, Leading Resolutions shall ensure that environmental controls are implemented to reduce the impact on the Supplier Systems as a result of Environmental Threats.

8 Operations Security

- 8.1 Leading Resolutions shall ensure that all elements of the Supplier Systems shall be run on robust, reliable and vendor-supported versions of hardware, firmware and software.
- 8.2 Leading Resolutions shall maintain logs of all security related events for a period of 12 months, to assist in providing evidence in the event of a Security Incident in relation to the Supplier Systems.
- 8.3 Leading Resolutions shall establish and maintain up-to-date protection against Malicious Code and software vulnerabilities throughout the Supplier Systems.

9 Communications Security

- 9.1 Leading Resolutions shall ensure that all external connections to the Supplier Systems (including, without limitation, networks or remote access) and shall be individually identified, verified, recorded, and approved by Leading Resolutions.
- 9.2 Leading Resolutions shall ensure that wireless access to the Supplier Systems is subject to authentication authorisation, and encryption protocols in line with Good Industry Practice and shall only be permitted from locations approved by Leading Resolutions.

10 Supplier Relationships

- 10.1 Leading Resolutions shall ensure that all agreements with Sub-contractors and other third parties upon whom Leading Resolutions is reliant to provide the Services are formally documented and contain obligations on the Sub-contractor no less onerous than the relevant requirements as set out in the Agreement. Customer have the right to perform a security review for the purposes of ensuring they are meeting Leading Resolutions' obligations under the terms of this Agreement
- 10.2 If, in Customer's opinion, any Sub-contractor or other third party upon whom Leading Resolutions is reliant to provide the Services fail a security review, Customer may require Leading Resolutions (at no additional cost to Customer) (in a reasonable time frame acceptable to Customer) to either:
- (a) find a replacement Sub-contractor, acceptable to Customer, to provide the Services;
 - (b) provide Leading Resolutions with the security review and the actions required before the Sub-contractor can continue to provide the Services.

11 Security Incident Management

- 11.1 If an actual or potential Security Incident involving the Supplier Systems has resulted, or may reasonably result, in unauthorised access to or disclosure of, or have any material adverse effect on the Customer's Confidential Information, Customer Systems or Supplier Systems Leading Resolutions shall immediately on becoming aware of such Security Incident notify Customer of such actual or potential Security Incident.
- 11.2 The notification provided pursuant to paragraph 1.1 shall include the date and time of the Security Incident, a summary of all known relevant facts in relation to the Security Incident; actions taken by Leading Resolutions to date to remedy the Security Incident and any failures leading to the Security Incident; and any additional steps that Leading Resolutions proposes be taken to remedy the Security Incident or the effects thereof.
- 11.3 Customer reserves the right to request full co-operation from Leading Resolutions with regards to any suspected or actual Security Incident that may have originated from Leading Resolutions or Supplier Systems; such information requests will only be limited to the Supplier Systems related to the actual or suspected Security Incident.
- 11.4 Following a Security Incident, Customer may perform an emergency Security Assessment using a Security Assessment Vendor to review and assess the Supplier Systems; Customer will issue written notice to Leading Resolutions to commence a Security Assessment no more than 10 Working Days after receipt of the written notice;
- 11.5 Leading Resolutions shall produce a remediation plan no less than 10 Working Days after the results from the Security Assessment have been received by Leading Resolutions; the remediation plan must contain the action undertaken to mitigate the vulnerabilities and specify completion dates by which all high and medium vulnerabilities shall be resolved.
- 11.6 Customer shall have the right to approve the dates and actions contained within the remediation plan and, once complete, Leading Resolutions shall provide evidence-based confirmation to Customer that the actions have been implemented.
- 11.7 Following the evidence-based confirmation, Customer shall have the right to engage or have Leading Resolutions engage a Security Assessment Vendor (in both cases at Leading Resolutions' expense), to perform an additional Security Assessment to validate the successful remediation of the risks. Any further failures shall follow the same process outlined in this paragraph 11.

12 Information Security Aspects of Business Continuity

- 12.1 Leading Resolutions shall ensure that business continuity processes relating to the Supplier Systems are documented and reviewed at least every 12 months or after a significant change; any records of such reviews shall be made available to Customer upon request.