

BUSINESS TERMS

THIS AGREEMENT IS MADE ON DD/MMM/YYYY.

PARTIES

- (1) **ONEPOINT CONSULTING LIMITED**, A COMPANY INCORPORATED IN ENGLAND AND WALES UNDER REGISTRATION NUMBER **05516457**, WHOSE REGISTERED OFFICE IS AT 100 VILLIERS ROAD, LONDON, ENGLAND, NW2 5PJ ("**ONEPOINT**"); AND
- (2) **CLIENT**, A COMPANY INCORPORATED IN **ENGLAND AND WALES** UNDER REGISTRATION NUMBER **XXXXXX**, WHOSE REGISTERED OFFICE IS AT **XXXXXX** ("**CLIENT**").

Section 1. Entire Agreement

- (a). These terms of business "TOB", together with any agreed SOW and any document referenced therein (collectively, 'Agreement') together constitute the entire understanding and agreement between the Client and Onepoint with respect to their subject matter and supersede all prior oral and written communications relating thereto. In particular, it is agreed that any Purchase Order or other such document from the Client is intended for the Client's own administrative purposes only, and that notwithstanding its wording, neither a Purchase Order nor its content will have any legal effect. The parties mutually acknowledge that there are no antecedent negotiations which constitute representations inducing this or any other agreement.
- (b). The terms of this Agreement may be amended, modified or changed (including changes in scope) only in writing when signed by both parties.
- (c). If there is a conflict either between the TOB and an SOW, or between the SOW and any document referenced therein, then the SOW shall prevail.

Section 2. Scope of Services

- (a). This is a Master Agreement and defines the terms under which Onepoint will undertake such Services for the Client as may be agreed between the parties from time to time. The scope of the Services to be provided to the Client by Onepoint will be specified and agreed in writing in individual SOWs.
- (b). If the Client requires any additional services or any change to the agreed Services, Onepoint will be entitled to an adjustment of the fees and an estimate of the additional fees which may be due will be provided to the Client upon request.

Section 3. Commencement / Duration of Services

- (a). If the commencement date for the Services is not agreed in advance, the Services will be treated as having commenced on the date Onepoint begins to carry out any of the Services.
- (b). The Services will continue until they are completed, unless terminated early in accordance with these TOB or the applicable SOW.

Section 4. Fees and Expenses

- (a). The fees payable for the Services will be as agreed in writing in the SOW between the Client and Onepoint. Unless otherwise specified, fees will be payable by monthly instalments against Onepoint's invoices (payment to be due 30 days from invoice date).
- (b). Out of pocket expenses (including travel, telecommunications and other costs) will be payable in addition to fees and the appropriate amounts will be added to Onepoint's invoices. These will be agreed with the Client in writing in advance.
- (c). The daily and hourly rates of Onepoint's personnel quoted to the Client or specified in an SOW will, unless otherwise agreed, apply to any additional services which may from time to time be agreed.
- (d). Fees are quoted exclusive of VAT, which will where applicable be added to each invoice and payable by the Client.
- (e). Onepoint will not exceed the fees outlined in any SOWs without prior written approval from the Client.
- (f). The Client may withhold payment of any sums that it disputes in good faith, provided that Onepoint has previously been notified in writing of a warranty issue as outlined in Section 10 and that Onepoint has had fifteen (15) days from receiving such notice of a warranty issue to correct the matter to the client's satisfaction. Onepoint reserves the right to suspend all its obligations under this Agreement and any SOWs if the issue cannot be resolved and a payment remains outstanding for forty-five (45) days.

Section 5. Information and Approval

- (a). The Client will give all required decisions and approvals in a timely manner and will provide any additional assistance which Onepoint may reasonably request from time to time.
- (b). The Client will ensure that Onepoint is provided in good time with all information needed to enable Onepoint to perform the Services, and Onepoint will be entitled to rely on the completeness, comprehensiveness and accuracy of that information.
- (c). Estimates are subject to change if based on incorrect information provided by the Client, or if any specified dependencies / facilities are not available on time, or if any equipment required to be provided by the Client fails to operate correctly.

Section 6. Standard of Care

- (a). Onepoint will exercise reasonable skill, care and diligence in the performance of the Services, and will provide them in accordance with any applicable professional standards. Onepoint will assign to each SOW personnel, who are qualified to perform the Services and is responsible for the supervision, direction, control, and compensation of its personnel.
- (b). Onepoint will also use reasonable endeavours to adhere to any timescales and programmes agreed with the Client for the provision of the Services, but will not be responsible for any delay which is due to reasons attributable to the Client or otherwise beyond Onepoint's control.

Section 7. Confidentiality

- (a). Onepoint will not disclose any confidential information concerning the Client's business to third parties (except in confidence to other professional advisers whom it may consult in relation to its work and other parties involved in the project and save to the extent that the information is in the public domain) without the Client's prior written consent unless otherwise required by law, a court of competent jurisdiction, or pursuant to any other legal or regulatory requirement.
- (b). Notwithstanding the foregoing, the Client recognises that the Onepoint consulting network has knowledge, experience and know-how, (together "knowledge"), which it brings to bear in developing solutions for its clients generally, and from which the Client benefits. This knowledge is derived from a number of sources, including previous assignments for other clients. In the conduct of this engagement, Onepoint will become aware of and have access to financial, operational, process and other information relating to the Client's business, (together the "information"). Onepoint acknowledges the confidentiality of this information. The Client agrees that Onepoint may include this

information in its internal knowledge sources for use in internal knowledge sharing activities, and may in the future use this knowledge in developing solutions for other clients. Onepoint may also apply this information together with information from its other sources in developing its own knowledge, products, and services, which may in the future come into the public domain, but provided always that the confidentiality of the sources of the information is maintained.

- (c). All presentations, reports, documents, Deliverables and other advice given, including the provisions of this Agreement, are provided for the Client's sole and exclusive use, and Onepoint accepts no liability in respect of their disclosure to or use by any third party.
- (d). With respect to the use of the Client's company name and logo, provided in each case we have first obtained your prior written consent for such disclosure, Onepoint shall have the right to mention your company name and logo together with a general outline of the services provided to you to potential and existing clients as an illustration of our experience, skills and know how. You agree you shall not unreasonably delay or withhold such consent. We understand your consent is based on principles including, but not limited to, confidentiality and compliance with your corporate communications and marketing guidelines.

Section 8. Deliverables and Intellectual Property Rights

- (a). Subject to the following provisions of this Section 8, all rights in any Deliverable pass to the Client upon payment of all fees due to Onepoint which relate to that Deliverable, and Onepoint will execute a formal assignment thereof on request by the Client.
- (b). Where pre-existing works are specified in a SOW as being incorporated in any Deliverable, the Client has non-exclusive irrevocable world-wide royalty free licence to use modify and distribute such pre-existing works, but only as part of the Deliverable; all other rights in the pre-existing works are reserved.
- (c). For purposes of this Section 8, the following terms shall have the following meanings:
 - (i) **"Open Source Module"** means any specific software module or file licensed to, obtained by, or distributed to Onepoint subject to the terms of an Open Source License.
 - (ii) **"Open Source License"** means any license or other distribution agreement governing the use of software which either
 - 1 contains any of the following terms and conditions:
 - (A) licensees of such software must have the right to copy, sell or give away such software or modifications or derivative works thereof without compensation to the licensor,

- (B) licensees of such software must receive or have available access to the source code for such software or modifications or derivative works thereof,
 - (C) licensees of such software must have the right to modify and create derivative works of such software; or
- 2 is certified by the Open Source Initiative (www.opensource.org) or otherwise compliant with the most current version of the Open Source Definition as published by the Open Source Initiative. Open Source Licenses include but are not limited to GNU's General Public License (GPL) or Lesser/Library GPL (LGPL), the Artistic License (e.g. PERL), the Mozilla Public License, the Netscape Public License, the Berkeley software design (BSD) license including Free BSD or BSD-style license, the Sun Community Source License (SCSL), the Common Development and Distribution License (CDDL), the Common Public License (CPL), and the Apache License.
- (iii) **"Client Proprietary Software"** means any software owned or licensed to the Client other than any software contained in a Deliverable.
 - (iv) **"Deliverable"** means a work produced by Onepoint in the course of Services for delivery to the Client.
- (d). Onepoint represents and warrants that no Deliverable will contain, be based upon, derived from, developed using or with reference to, combined with, or distributed or linked (statically or dynamically) with any Open Source Module that is subject to an Open Source License which would
- (i) create or purport to create any obligation on the part of the Client with respect to any Client Proprietary Software or any Deliverable other than the Open Source Module itself (either as originally licensed to Onepoint or as modified by Onepoint), including but not limited to any obligation to make available the source code of any software other than the Open Source Module itself, to grant rights to modify or distribute any software other than the Open Source Module itself, or to require any licensing, distribution or otherwise making available of any software other than the Open Source Module itself under the terms and conditions of such Open Source License;
 - (ii) grant, or purport to grant, to any third party any rights to or immunities under intellectual property rights or other proprietary rights in any Client Proprietary Software or any Deliverable other than the Open Source Module itself; or
 - (iii) cause, or could reasonably be interpreted or asserted to cause, any Client Proprietary Software or any Deliverable other than the Open Source Module itself to become subject to the terms of the GPL.

Section 9. Third Party Claims

- (a). If a third party claims that a Deliverable Onepoint provides to the Client infringes that party's Intellectual Property Rights, Onepoint will defend the Client against that claim (hereinafter "an IP Infringement Claim") at Onepoint's expense and pay all reasonable costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by Onepoint, provided that the Client allows Onepoint to control the IP Infringement Claim, and reasonably cooperates with Onepoint in, the defence and any related settlement negotiations.
- (b). The Client will promptly notify Onepoint in writing of the IP Infringement Claim.
- (c). If an IP Infringement Claim is made or appears likely to be made, the Client agrees to permit Onepoint to enable the Client to continue to use the applicable Deliverable, or to modify it, or replace it with one that is at least functionally equivalent. If Onepoint determines that none of these alternatives is reasonably available, the Client agrees to return the Deliverable to Onepoint on Onepoint's written request. Onepoint will then give the Client a credit equal to the amount the Client paid Onepoint for the creation of the applicable Deliverable.
- (d). Claims for Which Onepoint is Not Responsible:
 - i. anything provided by the Client or a third party on the Company's behalf that is incorporated into any Materials or Onepoint's compliance with any designs, specifications, or instructions provided by the Company or a third party on the Company's behalf;
 - ii. modification of a Deliverable by the Client or a third party on the Client's behalf other than as provided for in a SOW or as advised or directed by Onepoint;
 - iii. the combination, operation, or use of a Deliverable with any product, hardware device, program, data, apparatus, method, or process that Onepoint did not provide or recommend, as part of their solution under a SOW.

Section 10. Warranty

- (a). Onepoint will re-perform on the terms of an SOW any work which fails to conform to the applicable SOW without further liability for such non-compliance, provided that the Client gives Onepoint written notice of any non-compliance within fifteen days (15) from the end of the provision of a deliverable or the end of a specific phase of consulting work.
- (b). Onepoint does not warrant and shall not be responsible for any third party products or services. The Client's sole and exclusive rights and remedies with respect to claims arising out of or relating to any third party product will be against the third party and not against Onepoint.

- (c). Save to the extent expressly provided, all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

Section 11. Liability

- (a). Onepoint is not liable for any loss or damage in excess of the higher of (a) £100,000, and (b) 125% of the total sums payable under a SOW, except where it may not lawfully exclude or limit liability. Each party expressly excludes liability for consequential loss or damage, loss of profit, business, revenue, goodwill or anticipated savings. Any liability or remedy for innocent or negligent misrepresentation is expressly excluded. Neither party excludes or limits liability for death or personal injury.
- (b). The Client agrees that, having regard to Onepoint's interest in limiting the personal liability and exposure to litigation of employees, it will not bring any claim in respect of losses against any of Onepoint's employees personally, and such employees shall be entitled to rely on this provision.

Section 12. Force Majeure

- (a). If (and to the extent that) a Party is unable to perform its obligations under this Agreement or any SOW as a direct result of a Force Majeure Event (the "Affected Party") then, for so long as the performance of those obligations are directly affected by the Force Majeure Event, the Affected Party shall not be liable to the other Party for its failure to perform those obligations.
- (b). The relief from liability as set out in Clause 12(a) shall have effect from the other Party's receipt of notice from the Affected Party in accordance with Clause 12(d), and shall be subject to the Affected Party's compliance with the following terms and conditions of this Clause 12.
- (c). Where the Affected Party is Onepoint, the following events and/or circumstances shall not be regarded as a Force Majeure Event:
- i. a failure by a Onepoint subcontractor to perform any obligation owed to Onepoint, unless and to the extent that the failure is directly caused by a Force Majeure Event directly affecting that Onepoint subcontractor;
 - ii. an event or circumstance caused by a Default (or other act or omission) by Onepoint or a Onepoint subcontractor or a member of the Onepoint personnel; or
 - iii. an event or circumstance whose effect is such that a prudent provider of services similar to the Services, operating to the standards required by this Agreement, could have foreseen and prevented or avoided the consequences of such event or circumstance.

- (d). The Affected Party will, as soon as possible upon becoming aware of the circumstances of a Force Majeure Event, give notice to the other Party, of the Affected Party's claim that its performance has or will be affected by the Force Majeure Event. Where that notice is not given in writing, the Affected Party will confirm it in writing within twenty-four (24) hours, together with any relevant information relating to the Force Majeure Event as is available, details of the actions being taken by the Affected Party and the period which it is estimated that the performance of obligations will be affected by the Force Majeure Event.
- (e). As soon as possible after the occurrence of a Force Majeure Event, the Affected Party will use its reasonable endeavours to perform (or recommence performing) its obligations as soon as, and to the extent, possible (including through the use of alternative sources and work-around plans).
- (f). The Affected Party will notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Agreement and any SOW (and following such notification, this Agreement shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event).
- (g). The Parties will consult at regular intervals to agree any steps to be taken, and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by a Force Majeure Event (on a temporary or permanent basis). At all times following the occurrence of a Force Majeure Event and during its subsistence, the Parties shall use their respective reasonable endeavours to prevent and mitigate the effect of the Force Majeure Event and shall take all steps to overcome or minimise the consequences of the Force Majeure Event.
- (h). Without limiting any other rights or remedies of the Client, if a Force Majeure Event substantially prevents or delays performance by Onepoint of Services reasonably regarded by the Client as critical:
 - i. for more than five (5) consecutive Working Days, then the Client may, at its option, procure (at its own cost) such Services from an alternate source for the period of the Force Majeure Event, or remove the affected Services from the scope of this Agreement (and the charges under each SOW affected by the Force Majeure Event shall be equitably reduced to reflect such alternative sourcing or removal of such Services); and
 - ii. for more than ten (10) consecutive Working Days, then the Client may terminate this Agreement and any related SOWs (without liability to Onepoint) as of a date specified by the Client in its notice of termination to Onepoint.
- (i). Save as expressly set out in this Clause 12, neither Party shall have any liability to the other in relation to any losses or claims which the other Party suffers or incurs solely as a

result of any Force Majeure Event and, accordingly, as between the Parties any such losses or claims shall be borne by each Party.

- (j). For the avoidance of doubt, Onepoint shall have no right to receive payment in relation to any of the Services affected by the Force Majeure Event or additional payment from the Client as a result of any Force Majeure Event (whether Onepoint is the Affected Party or otherwise) or for the performance of Onepoint's obligations under this Clause 12.

Section 13. Data Security requirements

- (a). Onepoint will maintain appropriate information security arrangements for all forms of information held in any format and expressed or relayed in any communication (oral or written) in a manner consistent with the principles of ISO 27001- Code of Practice for Information Security Management.
- (b). Onepoint will adopt an information security policy that is supported by appropriate organisational, security and technical security standards (the "Security Policy") and will make changes to the Security Policy on an on-going basis to reflect Good Industry Practice or changes necessitated by any Changes in Law.

Section 14. Insurance

- (a). Onepoint will arrange and maintain from the date of this Agreement, at their cost:
 - i. general public liability for not less than GBP £1,000,000 (or equivalent) for any one incident;
 - ii. professional indemnity insurance for not less than GBP £1,000,000 (or equivalent) for any one incident;
 - iii. employers' Liability or Workers Compensation (unless equivalent statutory liability protection is available).
- (b). Insurance will be maintained by Onepoint in respect of professional indemnity for a period of six (6) years following the completion of the Services.
- (c). Onepoint shall provide the Client with evidence of these insurances, at any time upon the Client's request.

Section 15. Termination and Assignment

- (a). Either party may terminate this Agreement and any SOW with thirty (30) days written notice.

- (b). Either party may terminate this Agreement and any current SOW at any time if the other is in material breach or if the other becomes insolvent, by immediate written notice; provided that except for matters related to confidentiality or intellectual property rights, the parties shall first attempt to resolve any dispute or alleged breach internally by escalating it through management and (if necessary) thereafter by use of a mutually acceptable alternative dispute resolution process.
- (c). Termination shall not affect rights and obligations which have already accrued to the parties hereunder prior to the termination. Any provisions of this Agreement which by their nature extend beyond the expiry or termination of the arrangements set out in this Agreement shall survive such expiration or termination. Such provisions shall include, without limitation, Sections 7, 8, 9, 10, 11 and 14 of these TOB.
- (d). In the event of any termination under Clause 15(a), the Client will pay a fair and reasonable proportion of the charges on a pro-rata basis for the Services performed up to the date of termination (end of the notice period) on the basis of the charging structure in each SOW.
- (e). Onepoint agrees to the Client re-assigning this Agreement to another company within the control of the Client or which is part of the Group of companies of which the Client forms a part.

Section 16. Staff

- (a). Each party solely retains all the responsibilities and rights of an employer towards and in relation to its own employees. Neither party second its employees or any of them to the other, nor is it the intention of either party to have or create an employee/employer relationship with the other. Each party will indemnify the other against any claims brought by or in relation to its own employees, whether such claims relate to employment, tax, national insurance, or otherwise.
- (b). Neither party will employ, engage, or otherwise solicit any person who during the previous 6 months was an employee or sub-contractor of the other and with whom such party had material contact in connection with Services performed under any SOW, until six (6) months after that SOW has terminated.

Section 17. Compliance with Laws

- (a). Onepoint (including its directors, officers, employees, agents, independent contractors, consultants and subcontractors who perform Services) shall comply with laws and regulations applicable to Onepoint generally as a provider of information technology services including without limitation health and safety, data protection and network and information systems laws and regulations.

- (b). The Parties shall comply with all applicable privacy and data protection laws, including the Regulation and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426).) Parties agree that Personal Data shall have the meaning given by the General Data Protection Regulation (EU) 2016/679 ("the Regulation") and agree that any business contact information shall be Personal Data.

Section 18. General

- (a). This Agreement is not exclusive; Onepoint is and remains at liberty to also provide services to third parties; it is Onepoint's responsibility to ensure that no conflict of interest arises
- (b). Neither party shall use the other party's name in any publicity material without the written consent of the other party.
- (c). Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.
- (d). Any notices given pursuant to this Agreement shall be in writing, addressed to the relevant contact at the address of the relevant party set forth in this Agreement, and shall be considered given when delivered at that address.
- (e). Onepoint may seek Client approval to engage subcontractors to provide or assist in providing Services, in which case Onepoint remains responsible for the fulfilment of its obligations under this Agreement and for the performance of the Services. Client shall not unreasonably withhold such approval.
- (f). No term shall be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.
- (g). If any term or provision of this Agreement is determined to be illegal or unenforceable, such term or provision shall be deemed not to form part of this Agreement but all other terms and provisions shall remain in full force and effect.
- (h). This Agreement does not make either party an agent or legal representative of the other party, and does not create a partnership or joint venture. Both parties are independent contractors and principals for their own accounts. Save to the extent expressly provided, no third party rights are intended to be conferred or created by this Agreement or any SOW.

- (i). This Agreement shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with this Agreement.

Approved:

Client Limited

Onepoint Consulting Limited

Name

Name

Authorised Signature

Authorised Signature

Title

Title