

# Heads of Terms

Kubrick and yourself (the “Customer”) are negotiating for the provision of Kubrick’s employees (“Consultants”) to provide the Customer with data management services. The Kubrick entity for services rendered in the UK will be Kubrick Group Limited; and the Kubrick entity for services rendered in the US will be Kubrick Consulting Inc (together, “Kubrick”). These Heads of Terms are not legally binding. They set out the parties’ expectations of key terms to be contained in a legally binding agreement.

## Contract structure

- The parties will negotiate a Master Service Agreement (the “MSA”) which will govern their relationship based on the below key terms and will enclose a statement of work template. Please note that by entering into Kubrick’s standard MSA, Kubrick is able to provide services to a Customer’s UK and US entities, without the need to negotiate and enter into separate agreements for UK and US.
- For each deployment of Consultant(s) in the course of the MSA, the parties will enter into a statement of work (the “SOW”) based on the above-mentioned template.

## Termination for convenience

- Kubrick will be entitled to terminate a SOW with 30 days’ written notice to Customer. This correlates with the employment contracts between Kubrick and its Consultants.

## Non-solicitation

- If the Consultants deployed with the Customer are completing their “Development Programme Term” or “DPT” (i.e. the first twenty-four months during which a Consultant is deployed with clients of Kubrick – this DPT will be set out in the SOW), the Customer shall not employ or seek to employ such Consultant for the length of the DPT.
- If the Consultants deployed with the Customer have already completed their DPT with other clients of Kubrick, the Customer shall not employ or seek to employ such Consultant for a six-month period from the start of the deployment with the Customer.
- The Customer shall not employ any other key staff involved in the provision of the services to the Customer during the term of the MSA and for twelve months post-termination. This restriction covers any Kubrick Advanced Consultants (they will be clearly identified in the SOW if the Customer opts for this service), and Kubrick’s headquarter staff.
- In order to protect Kubrick’s business model, the Customer shall indemnify Kubrick against any losses incurred in breach of its non-solicitation obligations.

## Equipment

- The Customer shall provide all equipment and IT environment/infrastructure required by a Consultant to perform the services, including a laptop.

## Data protection

- The Customer remains the controller of personal data the Consultant may have access to during the provision of services, and all personal data shall remain in the Customer's IT environment. Unless otherwise expressly agreed in writing, Kubrick will not store or process any of the Customer's personal data (other than business contact details) on Kubrick's IT environment on behalf of the Customer. The Customer will provide relevant data protection and information security training to the Consultants as to its policies.

## Liabilities

- Kubrick's total, aggregate liability under the MSA shall be limited. Categories of liability will be subject to different limits, as follows:
  - General liability shall be limited to the greater of 500,000 GBP
  - Data protection and confidentiality losses shall be limited to 1 million GBP

\*Any changes to this will require Senior Commercial Leadership Approval.

## Expenses

- The Customer shall pay reasonable expenses should a Consultant be required to travel or relocate.

## Governing law

- The MSA shall be subject to: English governing law and jurisdiction if the services are primarily rendered in the UK.

**MASTER SERVICES AGREEMENT**

**KUBRICK GROUP LIMITED**

**AND**

**[CUSTOMER ENTITY]**

## MASTER SERVICES AGREEMENT - 2024

**THIS AGREEMENT** is made on [DATE]

### BETWEEN

**Kubrick Group Limited**, a company incorporated in England and Wales (registered number 10035195), whose registered office is at Senator House, 85 Queen Victoria Street, London, EC4V 4AB ("**Kubrick**"); and

[COMPANY NAME], a company incorporated in England and Wales (registered number [NUMBER]) whose registered office is at [ADDRESS] ("**Customer**"),

(each a "**Party**" and together the "**Parties**").

### BACKGROUND

Kubrick and its Affiliates operate as a data technology business that provides consultancy and related services.

The Customer wishes to obtain and Kubrick agrees to provide certain services itself or through its Affiliate(s) upon the terms and conditions set out below.

Kubrick and/or its Affiliates (as applicable) agree to provide the required personnel to complete the services specification as outlined in the applicable Statements of Work that are entered into in accordance with the terms and conditions set out below.

### AGREED TERMS

#### DEFINITIONS AND INTERPRETATION

In this Agreement and each Statement of Work the following terms have the following meanings:

**Agreement** has the meaning given to it in **clause 0**;

**Affiliate** means in relation to a person or Party, any existing or future person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with a Party from time to time;

**Anti-Slavery Laws** means any and all Applicable Laws anywhere in the world which relate to anti-slavery or servitude, anti-forced or compulsory labour and/or anti-human trafficking;

**Applicable Law** means any and all applicable rules of law, statutes, statutory instruments, directives, regulations, orders and other instruments having the force of law and any applicable codes of conduct, guidance, directions and/or determinations with which Kubrick or the Customer (as applicable) is bound to comply, including those at a federal, state or local level, where relevant;

**Charges** means the amounts payable for the Services or any part of them as set out in the Statement of Work;

**Confidential Information** means any non-public, commercially sensitive information or materials belonging to, concerning or in the possession or control of a Party and/or its Affiliates which is provided, disclosed or otherwise made available to the other Party, regardless whether directly or through entities or persons acting on such other Party's behalf, and (i) is either marked or identified in writing as confidential, proprietary or secret or with another designation sufficient to give notice of its sensitive nature; or (ii) is of a type that a reasonable person would recognise it to be of a confidential nature;

**Contract Manager** has the meaning given to it in **clause 0**;

**Control** means in relation to a person or Party, the power (whether direct or indirect) to direct or cause the direction of its affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise; and "**Controls**" and "**Controlled**" will be construed accordingly;

**Consultant** means Kubrick employees involved in performing the Services to the Customer as named in the "Key Service Details" table of a Statement of Work;

**Customer Contract Manager** means the Customer's contract manager for the Services, as appointed under a Statement of Work, who will be responsible for the overall relationship between the Parties;

**Customer Policies** means the Customer's standard policies that it operates in respect of those that work at its premises from time to time or for those that work remotely (as applicable), which will include as a minimum a code of conduct, anti-bribery and anti-modern slavery policies, workplace health and safety policy, ethics policy, health and safety policy, anti-harassment and bullying policy and an equal opportunities policy;

**Development Programme Term** has the meaning given to it in clause 0;

**Effective Date** has the meaning given to it in **clause 0**;

**Equipment** means any equipment, systems, or facilities used directly or indirectly in the supply of the Services including a laptop computer, a mobile phone and a wireless service plan to the extent necessary;

**Force Majeure Event** means any cause that materially affects the performance of a Party of its respective obligations under this Agreement or a Statement of Work (as applicable) arising from acts, events or omissions beyond its control, including acts of God, riot, war, pandemics, epidemics, acts of terrorism, fire, flood, storm or earthquake and any disaster, or other potential disasters or catastrophes; or any government order, law, or actions; embargoes or blockades in effect on or after the date of this Agreement; national or regional emergency; strikes, labour stoppages or slowdowns, or other industrial disturbances; and telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials;

**Intellectual Property Rights** means any and all intellectual property rights as may now or in the future exist, including patents, trade marks, business models, design rights, moral rights, copyright and related rights, rights in database, domain names, topography rights, know-how, look and feel, rights in Confidential Information and all similar rights (whether or not registered or capable of registration and whether subsisting in the United Kingdom, the United States of America or any other part of the world) together with the right to apply for registration of and/or register such rights, and any and all goodwill relating or attached thereto and all extensions and renewals thereof;

**Kubrick Advanced Team** has the meaning given to it in clause 0;

**Kubrick Contract Manager** means Kubrick's contract manager for the Services, appointed under a Statement of Work, who will be responsible for the overall relationship between the Parties;

**Kubrick Staff Member** has the meaning given to it in clause 9.6.3;

**Losses** means all actions, proceedings, liabilities, penalties, judgments, fines, demands, fees, losses, damages, costs, charges and expenses (including reasonable legal and other professional advisers' fees and disbursements);

**Modern Slavery Practice** means any practice that amounts to (a) slavery or servitude; (b) forced or compulsory labour; (c) human trafficking; or (d) the arranging or facilitation of the travel of another person with a view to that person being exploited;

**Rate Card** means the daily rate for a Consultant, detailed in the Charges Appendix in the relevant Statement of Work, and on which basis the Charges are calculated;

**Retained IPR** has the meaning given to it in **clause 0**;

**Services** means the services requested by the Customer and/or its Affiliate (which directly benefit from the Services) and provided by Kubrick, in accordance with **clause 0** and as further detailed in a Statement of Work;

**Service Change** means a change or amendment to the Key Service Details of a Statement of Work pursuant to **clause 0**, as is further defined in **Schedule 3**;

**Service Change Request** means the change control note to be signed by both Parties as more particularly defined in **Schedule 3**;

**SOW Effective Date** means the effective date of a Statement of Work, as detailed in that Statement of Work;

**SOW Term** has the meaning given to it in **clause 0**;

**Statement of Work** has the meaning given to it in **clause 0** (and "**SOW**" will be construed accordingly);

**Term** has the meaning given to it in **clause 0**; and

**Work Product** means all presentations, documents and/or other materials, data, reports, software and/or database updates created or produced by or on behalf of the Consultant for the Customer, on any media, in the course of the provision of the Services.

In this Agreement:

the headings are included for convenience only and will not affect the construction or interpretation of this Agreement or any contract;

any reference to a clause or Schedule will (unless expressly provided otherwise) be a reference to a clause or Schedule to this Agreement. Schedules will have the same force and effect as if set out in the body of this Agreement;

any reference to the singular will include the plural and vice versa and any reference to one gender will include all genders including the neuter gender;

any reference to a person will, unless the context otherwise requires, include individuals, partnerships, companies and all other legal persons (in each case whether or not having separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence);

the words "include", "includes", "including" and "included" will be construed without limitation unless inconsistent with the context;

any reference in this Agreement or any Statement of Work to Applicable Law or to any statute, statutory instrument, directive, regulation, order or other enactment will mean the same as will be amended, enacted, re-enacted, replaced, extended, modified, consolidated or repealed from time to time;

references to "this Agreement" will include Schedules to this Agreement and any Statements of Work, if the context requires;

references to the "Customer", a "Party" or the "Parties" will be construed as including references to a Customer Affiliate where that Customer Affiliate is the party to a Statement of Work;

references to "Kubrick", a "Party" or the "Parties" will be construed as including references to a Kubrick Affiliate where that Kubrick Affiliate is the party to a Statement of Work; and

to the extent only of any conflict or inconsistency between the background section, clauses, Schedules and Statements of Work, the order of precedence will be as follows:

this **clause 0** (highest priority);

the terms of the Statement of Work;

the remaining clauses of, and Schedules to, this Agreement (lowest priority).

Where the Kubrick entity that executes this Agreement and/or a Statement of Work is incorporated in the United Kingdom then the terms set out in **Part A** of **Schedule 2** will also form part of this Agreement. Where the Kubrick entity that executes this Agreement and/or a Statement of Work is incorporated in the United States then the terms set out in **Part B** of **Schedule 2** will also form part of this Agreement.

## SERVICES

This Master Services Agreement ("**Agreement**") creates a contractual framework between Kubrick and the Customer under which the Customer or a Customer Affiliate may, at any time during the Term, procure Services from Kubrick or a Kubrick Affiliate.

Where the Customer or a Customer Affiliate wishes to procure Services, it will enter into a statement of work ("**Statement of Work**") the form of which is provided at **Schedule 1** of this Agreement, with substantially the same headings as those detailed in **Schedule 1**, which will be governed by the terms of this Agreement.

The Services will be, where applicable, further described in the relevant Statement of Work.

## STATEMENTS OF WORK

Kubrick will not commence the provision of any Services, without a Statement of Work agreed and signed by and between the Parties in respect of such Services.

Each Statement of Work will be agreed in the following manner:

the Customer will provide Kubrick with a request for a Statement of Work, and any other information Kubrick may request; and

Kubrick will provide the Customer with a Statement of Work relevant to the Service request which Kubrick and the Customer will make their best efforts to promptly discuss and agree.

Each Statement of Work will form a separate contract to which the terms of this Agreement applies.

## TERM

### Term of this Agreement

This Agreement will be effective from the last signature to this Agreement ("**Effective Date**") and will continue for a period of three (3) years, unless terminated earlier by either Party in accordance with **clause 0** of this Agreement (the "**Term**").

#### **Term of a Statement of Work**

Each Statement of Work will commence on the SOW Effective Date and will continue until the earliest of:

completion of the Services which are the subject of that Statement of Work; and

expiry or termination of that Statement of Work in accordance with its terms and the terms of this Agreement,

(the "**SOW Term**").

#### **KUBRICK'S OBLIGATIONS**

In its provision of the Services, Kubrick will:

facilitate meetings between the Customer and the Consultants to allow the Customer to pre-screen the relevant candidates;

provide the Consultants, who will provide consultancy services relating to data analysis, data governance, data engineering, data architecture, data science, business analytics, system integration or any other practice area specified in the Statement of Work;

ensure that the Consultants act reasonably, and in good faith, to complete the Services promptly, as required by the Customer in accordance with the applicable Statement of Work;

ensure the Consultants will provide the Services on a standard eight (8) hour workday, from Monday to Friday during the SOW Term, between the hours of 8:30 to 17:30, with one (1) hour for a lunch break, or as otherwise agreed in writing in a Statement of Work; and

follow any reasonable instructions of the Customer consistent with the applicable Services, where those instructions do not contradict the terms of this Agreement or cause Kubrick to breach Applicable Law.

#### **CUSTOMER OBLIGATIONS**

The Customer will:

obtain and maintain all necessary licences and consents relevant to the receipt of the Services and otherwise comply with all Applicable Law in relation to the Services;

cooperate with Kubrick in all matters related to the Services;

keep and maintain accurate and up to date records of the work provided and the time spent by a Consultant;

not utilise the Consultant for the provision of any internal or external training or mentoring;

where the Consultants are working at the Customer's, or the Customer's Affiliates', nominated premises, provide the Consultants with a safe and appropriate working environment in accordance with Applicable Law and inform the Consultant of all health, safety and security requirements that apply at such premises from time to time; and where the Consultants



will be working remotely, provide the Consultants with applicable Customer Policies that apply in respect of remote working;

allow Kubrick to withdraw the provision of Services for any period of time during which Kubrick is obliged to allow the Consultant time off to comply with any Applicable Law (including, in the United Kingdom, the Working Time Regulations 1998), provided that notice of time off in respect of holiday will first be given by Kubrick or the Consultant, as agent for Kubrick, to the Customer not less than seven (7) days prior to the relevant holiday period;

provide, at no charge, each Consultant with a sandbox environment to develop and test their work when performing the Services, an individual mailbox on the Customer's systems, access to the Customer's specific infrastructure, data environments and/or systems and make available the software licence and the Equipment required by Consultants for the proper provision of the Services;

provide, for the Consultant, Kubrick, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, Equipment of the Customer, IT systems, data and other facilities, when and if required for the provision of the Services;

provide the Consultants with appropriate onboarding, oversight and training with respect to the use of Equipment, systems and data of the Customer, including:

in relation to Customer's controls and Customer Policies; and

training courses relating to data protection, rules and any industry specific regulations applicable to the Customer's business, to allow the Consultants to effectively perform the Services; and

reimburse Kubrick in full for such Equipment where Kubrick agrees (at its discretion) to provide Equipment to the Consultant in order for the Consultant to perform the Services, in which cases **Schedule 4** will also apply.

The Customer acknowledges and agrees that:

Kubrick is not an Equipment supplier or service provider and it is the Customer's sole responsibility to provide, or procure, any and all Equipment and systems that are reasonably required by the Consultant for the provision of the Services or as otherwise required in connection with this Agreement and any Statement of Work (unless Kubrick agrees otherwise under **clause 0**); and

the Equipment that Customer provides is and will remain in good working order and suitable for the purposes of performing the Services and will be issued to the Consultant prior to the SOW Effective Date. The Customer warrants, at all times, that it has in place appropriate technical and organisational measures, including instructions, control, oversight, systems and controls, to allow the Consultants to perform the Services safely and securely.

If Kubrick's or a Consultant's performance of its obligations under this Agreement or a Statement of Work (as applicable) is prevented or delayed by any act or omission of the Customer, the Customer Affiliate, its agents, subcontractors, consultants or employees, Kubrick will not be liable for any costs, charges or other losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay or any act or omission by a Consultant taken at the Customer's direction.

## CONSULTANTS

This Agreement and each Statement of Work will constitute a contract for the provision of consultancy services and not a contract of employment.

Kubrick will ensure that the Consultants carry out the work necessary to deliver the Services as requested by the Customer under any Statement of Work.

Kubrick will ensure that the number of Consultants stipulated in the Statement of Work are assigned to perform the Services and that all such Consultants have completed a Kubrick training syllabus.

Kubrick will ensure that its Consultants assigned to perform the Services have the legal right to work in the country in which they are assigned to work and are and will remain employed by or contracted to Kubrick and that there exists no employment agreement or relationship, contractual or otherwise, between the Customer and any such Consultants.

To the extent necessary and permitted under any Applicable Law, Kubrick will perform background checks for all Consultants working on any Services, and upon the reasonable request of the Customer, will provide evidence of such checks (as far as permissible under Applicable Law), in order to verify a Consultant's identity.

Kubrick will be solely responsible for all matters relating to the Consultants' employment, including all liabilities in relation to salaries, wages, fees, bonus or commission, expenses, national insurance and pension contributions, liability to taxation, holiday entitlement and any other duties arising out of any contract of employment or engagement and their terms, whether express or implied, provided, however, that the Customer will reimburse Kubrick for any liabilities that arise out of Customer's representations to the Consultant without Kubrick's written consent.

## WARRANTIES

Each Party warrants, represents and undertakes to the other Party that:

it has full capacity and authority to enter into and to perform this Agreement and each Statement of Work;

this Agreement and each Statement of Work is executed by its duly authorised representative;

it is not aware of any matters which might adversely affect its ability to perform its (or their) obligations pursuant to this Agreement and each Statement of Work; and

it will comply with all Applicable Laws.

Each warranty set out in **clause 0** will be construed as a separate warranty and will not be limited or restricted by reference to, or reference from, the terms of any other such warranty or any other term of this Agreement or a Statement of Work.

## NON-SOLICITATION

- 1.1 The Customer will not directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person, solicit or entice, or endeavour to solicit or entice, with a view to employing or engaging the services of the following individuals as an employee, director, sub-contractor, consultant or independent contractor or through any person or entity owned by such a person or his or her family for the following duration:

	<b>Individuals</b>	<b>Non-solicitation period</b>
9.1.1	Consultants who are within their Development Programme Term.	The length of the Consultants Development Programme Term
9.1.2	Consultants who have: <ul style="list-style-type: none"> <li>i) completed their Development Programme Term prior to being placed with the Customer; and</li> <li>ii) are not members of any Kubrick Advanced Team.</li> </ul>	A six (6) month period commencing on the first SOW Effective Date under which the Consultant is placed with Customer.
9.1.3	Kubrick Advanced Team	The length of the Term and twelve (12) months thereafter
9.1.4	Kubrick Staff Member	The length of the Term and twelve (12) months thereafter

The restrictions in the Non-solicitation Clause will continue to apply for their respective non-solicitation periods even after the termination of this Agreement and/or the relevant SOW and/or if the Consultant, Kubrick Staff Member or Kubrick Advanced Team member's contract with Kubrick has terminated.

The start date of the Development Programme Term for each Consultant will be as stated in the SOW. For any replacement or additional Consultant placed with the Customer after a relevant SOW has been agreed, the relevant Development Programme Term start date and other relevant details will be provided by Kubrick to the Customer in an updated SOW within a reasonable period.

Subject to Applicable Law, the Customer will indemnify and hold harmless Kubrick and each Kubrick Affiliate from and against actions, proceedings, liabilities, penalties, judgments, fines, demands, fees, losses, damages, costs, charges and expenses (including reasonable legal and other professional advisers' fees and disbursements) suffered or incurred by Kubrick or any Kubrick Affiliate, directly or indirectly arising (in whole or in part) out of any breach by the Customer of the Non-solicitation clause.

Whilst the restrictions in the Non-solicitation Clause are regarded by the Parties as fair and reasonable, each of the restrictions in this Non-solicitation Clause is intended to be separate and severable. If any restriction is held to be void but would be valid if part of the wording (including in particular, but without limitation, any applicable definition) were deleted, such restriction will apply with as little of the wording deleted as may be necessary to make it valid or effective.

In this Agreement:

**Development Programme Term** means the period of twenty-four (24) months from the date the Consultant has completed Kubrick's standard training and is deployed on a project for any of Kubrick's clients for the first time; and

**Kubrick Advanced Team** means the Kubrick employees who are directly involved in the provision of the Services and who are named in the "Key Service Details" table in of a Statement of Work

**Kubrick Staff Member** means any individual (other than the Consultants and Kubrick Advanced Team) employed or engaged by Kubrick who have worked on the Services provided under this Agreement at any time during the relevant SOW Term and with which the Customer or any Customer Affiliate has been in contact.

**Non-solicitation Clause** means clause 9 of this Agreement.

## CONSULTANT MANAGEMENT

Customer agrees and acknowledges that it will have day-to-day authority to direct the activities of the Consultants in respect of the Services but will refer any management issues concerning the Consultants that come to its attention to Kubrick, as soon as reasonably practicable after they arise.

The Parties will inform the other in writing of any substantial issues which may arise during the Term relating to the Consultants or their employment as soon as reasonably practicable after they arise ("**Performance Notice**").

Where the Customer provides Kubrick with a Performance Notice, that a Consultant is not properly performing the Services in accordance with the relevant Statement of Work, Kubrick will have fifteen (15) Business Days to rectify the reported performance issues ("**Rectification Period**").

If, following the Rectification Period, the Customer, acting reasonably, requires the removal of a Consultant during the relevant SOW Term, the Customer must provide Kubrick with no less than forty five (45) Business Days prior written notice. Upon receipt of such notice, Kubrick will endeavour to remove the Consultant within an agreed time period and, if the Customer elects to do so, will replace that Consultant with an agreed alternative Consultant as soon as reasonably practicable.

Notwithstanding the foregoing, if the Customer reasonably believes a Consultant has materially breached this Agreement, a Statement of Work, or any Customer Policies (which have been communicated in writing to the Consultant with sufficient notice), the Customer will immediately inform the Kubrick Contract Manager and provide any evidence Kubrick may reasonably require to investigate such a complaint and allow a reasonable period for the complaint to be investigated before requesting their removal under this clause.

In the event the Customer requires Kubrick to train the Consultant outside the original scope of the Services under the relevant Statement of Work, the Customer will submit a Service Change Request and will be solely responsible for any costs and expenses incurred.

## CONTRACT MANAGERS

Each Party will appoint a contract manager ("**Contract Manager**") who will be responsible for managing the overall relationship between the Parties in connection with each Statement of Work.

## INSURANCE

Each Party will maintain throughout the Term, and any SOW Term, adequate insurance cover with a reputable insurer in relation to its respective risks and liabilities under this Agreement.

Either Party will, on the reasonable request of the other Party, provide such evidence showing that the required insurance policies are in force.

## **CHARGES AND INVOICING**

In consideration of the provision of the Services by Kubrick, the Customer will pay the Charges in accordance with the relevant Statement of Work. The sums identified in this Agreement are exclusive of any VAT, which will be payable in addition to that consideration in the manner and at the rate prescribed by law from time to time. If the Customer is required by law to make any deduction or withholding on account of tax from any payment to be made to Kubrick under this Agreement or a Statement of Work, then the amount payable will be increased by such sum as will ensure that after the deduction or withholding has been made Kubrick receives a net amount equal to the full amount that it would have received had no such deduction or withholding been required.

The Statement of Work will specify whether the Charges will be on a time and materials basis, a fixed price basis or a combination of both.

Where the Services are provided on a time and materials basis:

the Charges payable for the Services will be calculated in accordance with Kubrick's standard daily fee rates as set out in the Statement of Work and invoiced together with any Equipment Administration Fee incurred pursuant to **Schedule 4**;

Kubrick's standard daily fee rates for each individual Consultant are calculated on the basis of an eight (8) hour workday, worked on a Business Day;

Kubrick will be entitled to charge the daily fee rate on a pro-rata basis for each part day or for any time worked by the Consultants whom it engages on the Services outside of Business Days and on the same basis, the daily rate fee and a half for engagement on weekends, public holidays and bank holidays;

Kubrick will ensure that every Consultant whom it engages on the Services completes time sheets recording time spent on the Services, and Kubrick will use such time sheets to calculate the Charges covered by each monthly invoice referred to in **clause 0** and in accordance with the relevant Statement of Work; and

Kubrick will invoice the Customer monthly and in accordance with the relevant Statement of Work. The invoice will be in arrears for Kubrick's charges for time, expenses and materials (together with VAT, if applicable) for the month concerned, calculated as provided in this **clause 0**. Each invoice will set out the time spent by each Consultant whom it engages on the Services and will provide a breakdown of any expenses and materials.

Where the Services are provided for a fixed price:

the total Charges for the Services will be the amount set out in a Statement of Work; and

the Customer will pay the total price to Kubrick in instalments, as set out in the Statement of Work, and Kubrick will invoice the Customer for the Charges that are then payable, together with any expenses and costs of materials calculated in the same manner as that set out in **clause 0** and any Equipment Administration Fee incurred pursuant to **Schedule 4** (together with VAT, if applicable).

The Customer will pay each valid invoice submitted to it by Kubrick, in full and in cleared funds, within thirty (30) days of the date of the relevant invoice, to a bank account nominated in writing by Kubrick. The Customer will pay interest on the overdue amount of Charges at the rate of 4% per annum above the Bank of England's base rate from time to time. Such

interest will accrue on a daily basis from the due date until actual payment of the overdue amount of Charges, whether before or after judgment. The Customer will pay the interest together with the overdue amount of Charges.

Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Kubrick on the due date Kubrick may suspend all Services until payment has been made in full.

All sums (including the Charges) payable to Kubrick under this Agreement or under a Statement of Work will become due immediately on its respective expiry or termination. This **clause 0** is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.

All sums (including the Charges) due under this Agreement and any Statement of Work will be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## EXPENSES POLICY

The Customer will pay agreed approved expenses and allowances from time to time. Kubrick will provide the details of any expenses and allowances a Consultant may incur in the relevant Statement of Work upon the Customer making a Service request under **clause 0**.

If **clause 0** applies, the Customer agrees to pay expenses and allowances relevant to Services in accordance with **clause 0** or **clause 0** (as applicable) and as further detailed in the relevant Statement of Work.

## INTELLECTUAL PROPERTY RIGHTS

Each Party and each Party's respective Affiliates will, from creation, own and/or retain all such rights in and to any and all Intellectual Property Rights: (a) owned by or licensed to such Party prior to entering into this Agreement or Statement of Work and all Intellectual Property Rights that are created and/or developed after the Effective Date or SOW Effective Date but independently of this Agreement or any Statement of Work; and (b) any and all Intellectual Property Rights which are created and/or developed by that Party (or on behalf of such Party) during the Term or SOW Term and in connection with this Agreement or Statement of Work, other than the Work Products (together the "**Retained IPR**").

The Customer or Customer Affiliate will grant to the Consultant(s) a non-exclusive, worldwide, royalty free, non-sublicensable licence for the duration of the relevant SOW Term to use any Intellectual Property Rights (including its Retained IPR) owned by the Customer or the Customer Affiliate (as applicable) as is necessary to enable the Consultant(s) to provide the Services under the relevant Statement of Work.

Subject to **clause 0**, the Parties hereby agree that all Intellectual Property Rights in the Work Products will belong to the Customer and Kubrick undertakes to assign the Intellectual Property Rights in the Work Products to the Customer.

To the extent that the Work Products comprise any Retained IPR of Kubrick (which for the avoidance of doubt, is owned and will remain owned solely by Kubrick), Kubrick grants to the Customer a revocable, non-exclusive, worldwide, royalty free, non-sublicensable licence to that Retained IPR strictly as necessary to enable the Customer to make use of the Retained IPR for its internal business purposes, in accordance with this Agreement and relevant Statement of Work.

The Customer acknowledges that, with respect to any Retained IPR that Kubrick does not wholly own, the Customer's licence granted under **clause 0** is conditional on Kubrick obtaining a

written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle Kubrick to license such rights to the Customer.

All equipment and tools, supplied by Kubrick to the Customer (excluding Equipment provided by Kubrick in accordance with **Schedule 4**, if any) will, at all times:

be and remain as between Kubrick and the Customer the exclusive property of Kubrick;

be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to Kubrick; and

not be disposed of or used other than in accordance with Kubrick's written instructions or authorisation.

## **CONFIDENTIALITY**

Each Party acknowledges that it may receive or otherwise have access to Confidential Information of the other Party or the other Party's respective Affiliates in connection with this Agreement.

Each Party will keep Confidential Information of the disclosing Party strictly confidential and will safeguard such Confidential Information from unauthorised disclosure, reproduction, or use.

Each Party will use Confidential Information of the disclosing Party only for the purpose and to the extent necessary for the performance of its respective obligations under the Agreement or to the extent necessary for the provision or receipt of Services under a Statement of Work.

Notwithstanding **clauses 0** and **0** above, each Party may:

make available Confidential Information to its and its Affiliates' employees, officers, representatives, sub-contractors, consultants or professional advisers who need to know such information for the purposes of this Agreement or the Statement of Work, provided that such disclosure is subject to confidentiality obligations that are at least as stringent as those applicable to the Parties hereunder and for the purpose and to the extent necessary for the performance of the Agreement; and

be permitted to disclose Confidential Information as may be required by Applicable Law, a court of competent jurisdiction or any governmental or regulatory authority.

Each Party's Confidential Information will remain the property of that Party.

The obligations contained in **clauses 0** and **0** will not apply to any Confidential Information of either Party to the extent:

such Confidential Information was publicly available or generally known to the public or lawfully in the possession of the other Party at the time of the disclosure, provided, however, that:

such Confidential Information has not come within the public domain through any fault or action of the other Party that has the obligation of confidentiality; and

the fact that general information may be in or becomes part of the public domain, in and of itself, does not exclude any specific information from the obligations of this Agreement;



such Confidential Information was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party;

such Confidential Information has been received from a third party who did not acquire it in confidence and who is free to make it available to the receiving Party without limitation; or

the Parties agree in writing the Confidential Information may be disclosed.

This **clause 0** will survive the expiration or termination of this Agreement for a period of five (5) years.

## LIABILITIES

SUBJECT TO **CLAUSES 0, 0 AND 17.4** EACH PARTY'S (AND ITS AFFILIATES') AGGREGATE LIABILITY TO THE OTHER PARTY (AND THE AFFILIATES OF THE OTHER PARTY) IN RESPECT OF ALL CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ALL STATEMENTS OF WORK) (WHETHER FOR BREACH OF CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION OR OTHERWISE), WILL BE LIMITED TO FIVE HUNDRED THOUSAND POUNDS STERLING (£500,000).

NOTWITHSTANDING **CLAUSE 0**, AND SUBJECT TO **CLAUSES 0 AND 17.4**, EACH PARTY'S (AND ITS AFFILIATES') TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY (AND THE AFFILIATES OF THE OTHER PARTY) UNDER THIS AGREEMENT IN RELATION TO DATA PROTECTION, INCLUDING, **CLAUSE 3 OF PART A** (DATA PROTECTION) OF **SCHEDULE 2**, WILL BE NO GREATER THAN ONE MILLION POUNDS STERLING (£1,000,000). THIS LIMITATION OF LIABILITY IN RELATION TO **CLAUSE 3 OF PART A** (DATA PROTECTION) OF **SCHEDULE 2** WILL BE IN ADDITION TO AND SEPARATE TO THE LIABILITY CAP UNDER **CLAUSE 0**.

Nothing in this Agreement will limit or exclude either Party's (or its Affiliates') liability for:

death or personal injury caused by its negligence;

fraud or fraudulent misrepresentation;

any matter for which it is not permitted by law to exclude or limit, its liability; and

the indemnities provided at **clause 9.4** and (if applicable) **clause 10.7** of **Part B** of **Schedule 2**.

SUBJECT TO **CLAUSE 0**, NEITHER PARTY (OR ITS AFFILIATES) WILL HAVE ANY LIABILITY TO THE OTHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR A STATEMENT OF WORK, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), FOR BREACH OF STATUTORY DUTY, OR OTHERWISE IN RESPECT OF THE FOLLOWING: CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS (WHETHER DIRECT OR INDIRECT) OR REVENUES, SALES OR BUSINESS (WHETHER DIRECT OR INDIRECT) OR DIMINUTION IN VALUE, LOSS OF OR DAMAGE TO GOODWILL (WHETHER DIRECT OR INDIRECT), LOSS OF USE OR CORRUPTION OF SOFTWARE, DATA OR INFORMATION (WHETHER DIRECT OR INDIRECT), REGARDLESS OF (A) WHETHER THE DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES AND/OR (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

## TERMINATION

Kubrick, without prejudice to the other rights or remedies, may terminate this Agreement for convenience on no less than three (3) months' prior written notice to the Customer.



Kubrick, without prejudice to the other rights or remedies, may terminate one or more Statements of Work (as specified in the notice of termination) for convenience on no less than thirty (30) Business Days' prior written notice to the Customer, or any shorter period of notice as may otherwise be specified in a Statement of Work.

Notwithstanding the provisions of **clause 0** or **clause 0**, either Party may terminate this Agreement or one or more Statements of Work (as specified in the notice of termination) with immediate effect on written notice if:

the other Party commits a material breach of any other term of this Agreement or Statement of Work which breach is irremediable, or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;

the other Party becomes insolvent or takes any step or action in connection with its entering into administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring) being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to a substantial part of its assets or ceasing to carry on its respective business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

the other commits a breach of Applicable Laws; or

the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

Without affecting any other right or remedy available to it, Kubrick may terminate this Agreement or one or more Statements of Work with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Agreement or Statement of Work on the due date for payment and remains in default for not less than thirty (30) days from Kubrick's written notice regarding such payment.

## **POST TERMINATION OBLIGATIONS**

On termination of this Agreement, for any reason, each Statement of Work then in force at the date of such termination will continue in force for the remainder of its term, unless earlier terminated in accordance with the terms of such Statement of Work.

Termination of a Statement of Work will not affect any other Statement of Work or this Agreement.

On termination or expiry of this Agreement or any Statement of Work:

the Customer will immediately pay to Kubrick all of Kubrick's outstanding unpaid invoices and interest (if applicable) and, in respect of the Services supplied but for which no invoice has been submitted, Kubrick may submit an invoice, which will be payable immediately on receipt;

the Customer will promptly deliver to Kubrick all documents, materials and records relating to the Services in the Customer's possession or under its control except for the Work Products in which title has passed to the Customer under **clause 0**;

the Customer will return all of Kubrick's Equipment. If the Customer fails to do so, then Kubrick may enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer will be solely responsible for their safe keeping; and

either Party, as a receiving party, will, on the request of the disclosing party, return to the other any Confidential Information belonging to the disclosing party (including any copies).

The following clauses will continue in force: **clause 0** (Definitions and Interpretation), **clause 0** (Non-Solicitation), **clause 0** (Intellectual Property Rights), **clause 0** (Confidentiality), **clause 0** (Liabilities), **clause 0** (Termination), **clause 0** (Post Termination Obligations), **clause 0** (Waiver), **clause 0** (Severance), **clause 0** (Dispute Resolution Procedure), **clause 0** (Governing Law and Jurisdiction) and **clause 3 of Part A** (Data Protection) of **Schedule 2**.

Any termination or expiry will not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement or any Statement of Work which existed at or before the date of termination or expiry.

## **ANTI-CORRUPTION**

Each Party will, and will procure that its Affiliates, officers, employees, agents, and sub-contractors will:

not commit any act or omission which causes or could cause it or the other Party (or any of its Affiliate) to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption;

comply with:

all Applicable Laws relating to anti-bribery and/or anti-corruption; and

its own anti-bribery and corruption policy;

evidence its compliance with this **clause 0** if requested by the other Party;

promptly notify the other Party of:

any request or demand for any financial or other advantage received by it; and

any financial or other advantage it gives or intends to give,

whether directly or indirectly in connection with this Agreement or any Statement of Work; and

promptly notify the other Party in writing of any breach or suspected breach of this **clause 0**.

Each Party will ensure that its respective anti-bribery and corruption policy includes adequate provisions on reporting any breach of this **clause 0** and/or the terms of its anti-bribery and corruption policy, personnel training in respect of the anti-bribery and corruption policy, and risk management.

## **ANTI-SLAVERY**

Each Party will not and will procure that its Affiliates and sub-contractors will not engage in any Modern Slavery Practice.

Each Party will ensure that its respective code of conduct or policies that relate to its supply chains or business partners include adequate provisions in respect of personnel responsibilities and reporting of any breaches or this **clause 0** and/or such codes and policies, consequences for any breach of this clause and/or such codes or policies, and prompt communication to third party business partners regarding any such aforementioned breach.

Each Party and each of its Affiliates will:

comply with Anti-Slavery Laws at all times;

not commit any act or omission which causes or could cause the other Party or any of its Affiliate to breach, or commit an offence under, any Anti-Slavery Law;

not knowingly appoint or contract with any person who has been convicted of or prosecuted in any jurisdiction in relation to an offence or alleged offence under any Anti-Slavery Law;

provide other Party with such assistance and information as it may require from time to time to enable that Party to:

perform any activity required by any government or regulatory entity in any relevant jurisdiction for the purpose of compliance with any applicable Anti-Slavery Laws;

identify any non-compliance with its own codes of conduct or policies that relate to its supply chains or business partners;

conduct due diligence and measure the effectiveness of the steps Kubrick is taking or wishes to take to ensure that Modern Slavery Practices are not taking place in its business or supply chains; and

permit Kubrick, and any person nominated by it for this purpose, to have such access on demand to the Customer premises, personnel, systems, books and records as Kubrick may require to verify the Customers compliance with this **clause 0**.

The Customer will immediately give written notice to Kubrick upon a breach, or suspected breach, of any of its obligations referred to in this **clause 0** occurring. The notice will set out full details of the breach or suspected breach or non-compliance.

The Parties agree that a breach by the Customer of any of its obligations under this **clause 0** is a material breach of this Agreement (irrespective of the level of financial loss, deprivation of benefit or exposure to liability that such breach would or potentially would give rise to) entitling Kubrick to terminate this Agreement immediately. Such right of termination is without prejudice to any other rights and remedies Kubrick may have at law, equity or under this Agreement for the Customer's breach.

## **EQUAL OPPORTUNITIES**

Each Party will be committed to promoting equality, diversity and inclusion in all their activities, processes, and culture and especially when selecting or employing employees or consultants such as the Consultants. This includes promoting equality and diversity for all, irrespective of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation or other prohibited distinctions. Where applicable, each Party will operate this commitment in accordance with Applicable Laws. Each Party will actively consider any equality and diversity issues which may arise. Where relevant, each Party will take disciplinary action irrespective of the causes of any suspected misconduct, provided, however, that the Customer will not take any

action against, or communicate with the Consultant in connection with, any disciplinary action without Kubrick's written consent.

## **FORCE MAJEURE**

Neither Party will be liable for any delays or failure attributable to its being affected by a Force Majeure Event, but the Party so affected will use best endeavours to resume performance as quickly as possible and will promptly give the other Party full particulars of the failure or delay and consult with the other Party concerning the failure or delay from time to time as appropriate.

If the Force Majeure Event prevails for a continuous period of more than one (1) month, either Party may terminate this Agreement and any Statements of Work by giving two (2) weeks' written notice to the other Party. Such termination will be without prejudice to the rights of the Parties in respect of any breach of this Agreement occurring prior to such termination.

## **ASSIGNMENT**

The Customer will not assign, transfer, subcontract, or otherwise part with its rights and obligations under this Agreement.

Kubrick may assign, transfer, subcontract, or otherwise part with its rights and obligations under this Agreement.

## **SERVICE CHANGE**

Either Party may submit a written request for Service Change to the other Party in accordance with this **clause 0** and the procedure detailed in **Schedule 3**, but no Service Change will come into effect until a Service Change Request has been signed by the authorised representatives of both Parties.

No other variation of this Agreement will be effective unless it is in writing and signed by the Parties (or their authorised representatives).

## **WAIVER**

A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and will not be deemed a waiver of any other or subsequent breach or default.

A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law will not constitute a waiver of that or any other right or remedy, nor will it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law will prevent or restrict the further exercise of that or any other right or remedy.

A Party that waives a right or remedy provided under this Agreement or by law in relation to one Party or takes or fails to take any action against that Party, does not affect its rights in relation to any other Party.

## **RIGHTS AND REMEDIES**

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **SEVERANCE**

If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause will not affect the validity and enforceability of the rest of this Agreement.

If one Party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties will negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **ENTIRE AGREEMENT**

This Agreement and all Statements of Work constitute the entire agreement between the Parties and supersedes and prevails over any prior agreement or arrangement in respect of its subject matter and the terms or conditions of any purchase order or any other terms and conditions a Party may issue. Nothing in this **clause 0** will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

## **RELATIONSHIP BETWEEN PARTIES**

Nothing in this Agreement is intended to, or will be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

## **THIRD PARTY RIGHTS**

Each Party may enforce any term of this Agreement on behalf of any of its respective Affiliates that have directly entered into a Statement of Work pursuant to this Agreement and will be entitled to recover from the other Party any losses suffered by any such Affiliate arising out of or in connection with this Agreement or relevant Statement of Work, as though such losses have been suffered by that Party.

Each and every obligation of, and right granted by, a Party is owed to and for the benefit of the other Party and the other Party's respective Affiliates that have directly entered into a Statement of Work, each of whom may enforce the applicable terms of this Agreement.

The Parties may vary or rescind this Agreement without the consent of any Kubrick Affiliate and/or Customer Affiliate.

## **NOTICES**

Any notice given to Kubrick under or in connection with this Agreement will be in writing and may be:

delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its UK registered office or the address Kubrick may communicate to Customer from time to time, with a copy sent by email to the address(es) referred to in **clause 0**; or

sent by email to Kubrick at legal@kubrickgroup.com and to the email address of the relevant Kubrick Contract Manager (if any).

Any notice given to Customer under or in connection with this Agreement will be in writing and may be:

delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office or principal place of business; or

sent by email to Customer at: [EMAIL ADDRESS]

Any notice will be deemed to have been received:

if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00am on the second Business Day after posting or at the time recorded by the delivery service; or

if sent by email, at 9.00am on the next Business Day after transmission.

This **clause 0** does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution which will only be effective if it is in writing and signed by or on behalf of the Party giving it.

## COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by the Parties on separate counterpart, but will not be effective until each Party has executed at least one counterpart.

Each counterpart, when executed and delivered, will constitute an original of this Agreement, and all counterparts will together constitute one and the same instrument.

## DISPUTE RESOLUTION PROCEDURE

If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("**Dispute**") then except as expressly provided in this Agreement, the Parties will attempt in good faith to settle any Dispute that may arise out of or in connection with this Agreement in accordance with the procedure set out in this clause:

either Party will give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the Customer Contract Manager and Kubrick Contract Manager will attempt in good faith to resolve the Dispute;

if the Customer Contract Manager and Kubrick Contract Manager are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute will be referred to a Director of the Customer and a Director of Kubrick who will attempt in good faith to resolve it; and

if the Director of the Customer and a Director of Kubrick are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR Solve. To initiate the mediation, a Party must serve notice in writing ("**ADR Notice**") to the other Party in respect of the Dispute, requesting a mediation. A copy of the ADR notice must be sent to CEDR Solve. The mediation will start not later than thirty (30) days after the date of the ADR Notice.

The commencement of mediation will not prevent the Parties commencing or continuing court proceedings in relation to the Dispute under **clause 0** which will apply at all times.

If the Dispute is not resolved within thirty (30) days after service of the ADR notice, or either Party fails to participate or to continue to participate in the mediation before the expiration of such thirty (30) days' notice period, or the mediation terminates before the expiration of such thirty (30) days' notice period, the Dispute will be finally resolved by the courts of England and Wales in accordance with **clause 0** of this Agreement.

#### **GOVERNING LAW AND JURISDICTION**

This Agreement will be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales will have exclusive jurisdiction over any dispute or claim (including in relation to any non-contractual obligations) arising out of or in connection with this Agreement without regard to the conflict of laws provisions thereof to the extent these principles or rules would require or permit the application of the laws of any jurisdiction other than those of England and Wales.

**IN WITNESS** where the Parties have executed this Agreement by the authorised representatives on the date set out below.

SIGNED for and on behalf of  
**Kubrick Group Limited**

SIGNED for and on behalf of  
**[NAME OF CUSTOMER]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name:

Name:

Title:

Title:

Date:

Date:

## SCHEDULE 1 - STATEMENT OF WORK TEMPLATE

**THIS STATEMENT OF WORK** is made on

[202..]

### BETWEEN

- 1 **KUBRICK GROUP LIMITED**, a company incorporated in England and Wales (company number 10035195) whose registered office is at Senator House, 85 Queen Victoria Street, London, EC4V 4AB ("**Kubrick**"); and

[NAME], a company incorporated in England & Wales (company number [NUMBER]) whose registered office is at [ADDRESS] (the "**Customer**").

(each a "**Party**" and together the "**Parties**").

### BACKGROUND

- (A) Kubrick (or its Affiliate) and the Customer (or its Affiliate) have entered into the Master Services Agreement for the supply of Services dated [DATE] (the "**Agreement**").

The Customer wishes Kubrick to provide and Kubrick agrees to provide the Customer with Consultants to carry out data technology consultancy services on the terms as set out herein.

Now it is hereby agreed as follows:

#### 1. **Status of the Statement of Work**

This Statement of Work is made under the Agreement entered into between the Parties and incorporates and is governed by the terms in the Agreement, including the local law terms in **Schedule 2** of the Agreement.

### Definitions and Interpretation

Capitalised Terms used in this Statement of Work, but not defined, will have the meaning given to them in the Agreement, unless otherwise expressly stated in this Statement of Work.

### Term

This Statement of Work will commence on [DATE] (the "**SOW Effective Date**") and will continue until [DATE] (the "**Initial Term**"), unless terminated earlier in accordance with **paragraph 0**.

Unless a Party terminates this Statement of Work thirty (30) Business Days prior to the expiration of the Initial Term or a Renewal Term (as applicable) or otherwise under **paragraph 0**, this Statement of Work will automatically renew for successive periods equivalent to the Initial Term at **paragraph 0** (the "**Renewal Term**"). The Initial Term and any Renewal Terms will be, together, the "**SOW Term**".

Kubrick may terminate this Statement of Work at any time for convenience on thirty (30) Business Days written notice.

### Key Service Details



Consultant details	Consultant's Development Programme Term
name: [insert] title: [insert] year: [insert]	will apply for the following date periods: 0-6 months: from [date] until [date] 6-12 months: from [date] until [date] Year 2: from [date] until [date]
<b>[Kubrick Advanced team (if applicable)]</b>	
[name:] [title:] [level:]	
Kubrick's Contract Manager	Customer's Contract Manager
name: [insert] title: [insert] telephone: [insert] email: [insert]	name: [insert] title: [insert] telephone: [insert] email: [insert]
<b>Location</b>	
The Services shall be performed [REMOTELY] / [at LOCATION]	
<b>Service description (if applicable)</b>	
[insert if applicable]	

## Charges and Expenses

In consideration of the Services herein, the Customer will pay the Charges as set out in the Appendix to this Statement of Work. Any expenses and allowances will be payable in accordance with the Appendix to this Statement of Work.

Total Charges for the Initial Term
£[XX]

## Notices

Notices under the Key Service Details are to be directed to the Kubrick Contract Manager and Customer Contract Manager as set out in the table above.

Once the Key Service Details has been agreed in a Statement of Work, no amendment will be made to it except in accordance with **Schedule 3** (Service Change Process) of the Agreement.

## Special Conditions<sup>1</sup>

<sup>1</sup> Delete this clause entirely before sending if we don't anticipate any special terms

[TO BE DELETED IF NOT ANTICIPATED / TO BE POPULATED OTHERWISE]

### Customer Equipment

[TO BE POPULATED]

### Governing Law & Jurisdiction

This Statement of Work will be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales will have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Statement of Work.

SIGNED for and on behalf of  
**Kubrick Group Limited**

SIGNED for and on behalf of  
**[NAME OF CUSTOMER]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name:

Name:

Title:

Title:

Date:

Date:

## Appendix - Charges

### 1. General

Kubrick will charge Customer for the Services in accordance with the Rate Card at **paragraph 0** below, and the charging principles set out in this **Appendix** and **clause 0** of the Agreement.

Kubrick will provide the Consultants to perform the Services in consideration for the Charges which will be paid on a time and materials basis.

The Customer agrees to sign, at the end of each month, timesheets provided by the Consultant regarding hours worked. The Customer manager's signature (or the signature of such other person authorised by the Customer Contract Manager) on such timesheets will constitute conclusive evidence of the acceptance of the work undertaken by the Consultant for the relevant period. The signed timesheet must be returned to the Consultant within three (3) Business Days after the end of the relevant month. In the event a timesheet is disputed, the Customer Contract Manager will raise this with Kubrick's Contract Manager within three (3) Business Days of the end of the relevant month.

The Parties may agree to a process by which the Consultant will have access to a time sheet system (e.g. an online portal) through which they will log their respective days worked.

### Rate Card

[TO BE INSERTED AT THE TIME OF ISSUANCE OF THE SOW]

### Rate Card Changes

The Charges are calculated in accordance with the relevant Rate Card.

Customer acknowledges and agrees that the Consultant will be charged at the relevant daily rate linked to the Consultant's level as detailed in the Rate Cards. The change to a Consultant's level will be identifiable by reference to the time periods of their Development Programme Term as set out in the Statement of Work. For a Consultant that is no longer subject to a Development Programme (therefore once the Development Programme Term has expired for that Consultant), the level will be as specified in the Statement of Work and for Kubrick Advanced Team, the relevant rate applied will reflect the role held by the relevant Consultant. Where a level change occurs in relation to any Consultant during the term of the Statement of Work, Kubrick will be entitled to change the charges in accordance with the Rate Card.

Kubrick will ensure that any applicable invoices for Charges will reflect the level change detailed in **paragraph 0** in this **Appendix**.

All sums payable to Kubrick under this Statement of Work are exclusive of VAT, and the Customer will in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice.

### Ancillary Expenses

Where the Customer requires the Consultant to provide the Services permanently inside a one-hour commute from a major London train station, expenses will be payable should the Consultant's journey deviate from their regular journey to work.

Where the Customer requires the Consultant to work up to 2 days a week in their office, with each individual journey not exceeding a period of 2 hours, the cost of travel and/or accommodation is paid for by the Customer (with a cap of £250 for each individual trip).

Where the Customer requires the Consultant to attend ad-hoc team meetings away from the base location, expenses will be charged to the Customer as standard.

All other travel requested by the Customer (whether daily or weekly), will be paid by the Customer in accordance with the Kubrick Expenses policy (which will be as communicated to the Customer by Kubrick from time to time) or as otherwise agreed by the parties in writing in advance.

### **Relocation Allowance**

Notwithstanding **paragraph 4** above, if the Customer requests that the Consultant permanently relocate from their current location to another location more than one-hour commute from a major London train station then the following clauses will apply:

in accordance with the Kubrick Expenses policy and subject to prior agreement between the Customer and Kubrick, on written request by the Customer, Kubrick and/or the Consultant will provide the Customer with evidence of expenses incurred by Kubrick or the Consultant in relation to the provision of the Services (including, but not limited to costs incurred for travel).

where the Customer requires the Consultant to work more than 3 days a week in their office, an allowance of £50 per day, per Consultant, is payable where the Consultant's place of work is outside a one-hour 'station to door' commute from a major London train station (such as Euston, Kings Cross, London Bridge, Paddington and Waterloo). The allowance is payable for 6 months from the date of the Consultant's first office visit for days worked by the Consultant.

payments will be made up front by the Consultant and claimed back via expenses (with VAT receipts). Kubrick will invoice for the allowance together with days worked at the end of the month.

the allowance will rise to £120 per day (per Consultant) for four consecutive weeks if the Customer provides less than 5 weeks' notice (counted backwards from the earliest day the Consultant is available) that there is a required relocation of a Consultant.

## SCHEDULE 2 – LOCAL LAW TERMS

### Part A - Terms for the United Kingdom

#### 1. Definitions and Interpretation

In this **Part A** of **Schedule 2** the following terms have the following meanings:

**Applicable Data Protection Legislation** means GDPR, UK GDPR and the data protection or privacy legislation of any other country to the extent applicable to the Parties, each Party's Affiliates and the Services;

**Business Day** means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are generally open for business, or as otherwise agreed in a Statement of Work;

**GDPR** means Regulation (EU) 2016/679 of the European Parliament and any European Union Member State data protection laws implementing or supplementing GDPR;

**Personal Data** has the meaning given to it in under GDPR and/or UK GDPR (as applicable);

**UK GDPR** means GDPR as implemented into the laws of the United Kingdom and the United Kingdom's Data Protection Act 2018; and

**VAT** means value added tax chargeable under the Value Added Tax Act 1994, any other tax of a similar nature imposed in any country in the world.

The below clause titled "General" is to be added as a new clause in the Agreement:

#### General

Kubrick will be solely responsible for all Consultants and for the payment of any income tax, Employer's National Insurance, Employee's National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising out of or in relation to the Consultant's employment status in connection with the performance of the Services.

Kubrick warrants that the Consultants are and will remain full-time employees of Kubrick whilst providing the Services and are subject to PAYE.

Save as provided for in **clause 0** to the Agreement, the Parties do not intend that any term of this Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999.

The below clause titled "Data Protection" is to be added as a new clause in the Agreement:

#### Data Protection

As between the Parties, each Party will be separate, distinct and independent controllers of the Personal Data that that Party is processing, unless agreed otherwise in the applicable Statement of Work (in which case the Parties will execute Kubrick's standard data processing agreement where Kubrick is acting as a processor, processing specified Personal Data on behalf of the Customer in accordance with that data processing agreement) (as such terms are defined under Applicable Data Protection Legislation). The Customer undertakes that they will not provide or make available any Personal Data to Kubrick in any capacity other than where Kubrick is acting as a data controller and as permitted and agreed, on a case-by-case basis under the applicable Statement of Work.

The subject matter of the data processing activities contemplated under this Agreement and/or a Statement of Work is limited to Personal Data within the scope of Applicable Data Protection Legislation.

Each Party will comply with the Applicable Data Protection Legislation in accordance with the terms of this **clause 0**. This **clause 0** is in addition to, and does not relieve, remove or replace, a Party's obligations under the Applicable Data Protection Legislation.

The Parties each acknowledge that they may need to process Personal Data relating to each Party's representatives (in their respective capacities as controllers) in order to (as appropriate): (a) administer and provide the Services; (b) request and receive the Services (and offer and promote other ancillary services, where appropriate and lawful to do so); (c) compile, dispatch and manage the payment of invoices relating to the Services; (d) manage the Agreement and resolve any disputes relating to it; (e) respond and/or raise general queries relating to the Services; and (f) comply with their respective legal and regulatory obligations. The Parties agree that neither is a processor with respect to the other for the aforementioned purposes. Consequently, each Party will be responsible for ensuring compliance with Applicable Data Protection Legislation, in relation to the processing activities set out in this **clause 0**. The Customer will ensure that it is authorised and has all necessary and appropriate licences, consents, clearances and notices in place to enable lawful transfer of Personal Data (and any other data) to the Consultant or Kubrick for the duration and purposes of this Agreement if applicable.

If Kubrick processes, at the Customer's request, and detailed in a Statement of Work or any applicable Service Change Order, the Parties will enter into Kubrick's standard data processing agreement and each Party will liaise in good faith to complete and cooperate with one another to complete any necessary information regarding the nature of the Personal Data processing and the type, category and corresponding purpose(s) for which that Personal Data will be processed, together with any appropriate technical and organisational measures each will deploy to keep such Personal Data secure and including any international data transfer compliance mechanisms or processes and policies which are required to enable the Parties to comply with Applicable Data Protection Legislation (the limitations and exclusions of liability under this Agreement will apply equally to such data processing agreement unless agreed otherwise in writing).

Each party (the "**Indemnifying Party**") will indemnify and will keep indemnified the other (the "**Indemnified Party**") from and against all loss, cost, harm, expense (including reasonable legal fees), liabilities or damage ("**Damage**"), suffered or incurred by the Indemnified Party as a result of the Indemnifying Party's breach of the data protection provisions set out in this clause, and provided that: (i) the Indemnified Party gives the Indemnifying Party prompt notice of any circumstances of which it is aware that give rise to an indemnity claim under this clause; and (ii) the Indemnified Party takes reasonable steps and actions to mitigate any ongoing Damage it may suffer as a consequence of the Indemnifying Party's breach. For the avoidance of doubt, to the extent that a breach is caused by the Consultant, due to the Customer's non-compliance with **clauses 3.3** and **3.4** of this Schedule, Kubrick will not be liable for any resulting damage or harm.

## **Part B – Terms for the United States: NOT USED**

### SCHEDULE 3 – KEY SERVICE DETAILS CHANGE PROCESS

1. If either Party wishes to change this Agreement or a Statement of Work including any Key Services Details (a **"Service Change"**), that Party may at any time request or recommend, such Service Change only in accordance with change request procedure set out in this **Schedule 3** and such a Service Change must be sent to the other Party in writing (**"Service Change Request"**).

If Kubrick makes a Service Change Request, it will provide, with the Service Change Request, written details of the impact which the proposed change will have on:

the Services subject of a particular Statement of Work;

Kubrick's existing Charges;

the timetable of the Services; and

any of the terms of this Agreement and any relevant Statement of Work.

Kubrick may, from time to time and without notice, change the Services and/or in exceptional circumstances with the agreement of the Customer, change the relevant Consultant, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

If the Customer makes a Service Change Request, Kubrick will, as soon as reasonably practicable after receiving the Service Change Request, provide a written estimate to the Customer setting out:

the likely time required to implement the proposed Service Change;

details of the impact which the proposed Service Change will have on:

the Services;

Kubrick's existing charges;

the timetable of the Services; and

any of the terms of this Agreement and any relevant Statement of Work.

Unless both Parties consent to a Service Change Request, there will be no change to the Services and any other terms of this Agreement and any other relevant Statements of Work.

If both Parties consent to a Service Change Request, it will be signed by the authorised representatives of both Parties, upon which the Service Change Request becomes a **"Service Change Order"**.

If either Party is unwilling to accept a Service Change Request suggested by the other (or a term of any proposed Service Change Order), then the other Party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in **clause 0** of the Agreement.

Kubrick may charge for the time it spends on dealing with Service Change Requests originating from the Customer on a time and materials basis in accordance with **clause 0** of the Agreement.

#### SCHEDULE 4 - IT EQUIPMENT SCHEDULE

1. Pursuant to **clause 0** of the Agreement, Kubrick disclaims all liabilities and obligations in relation to provision of any Equipment irrespective of the clauses in the Agreement and this Schedule.

If Customer fails to arrange for and provide suitable Equipment to the Consultant in accordance with **clauses 0** and **6.2** of the Agreement, then Customer will be liable to pay a fee (an "**Equipment Administration Fee**") to Kubrick for arranging alternative Equipment in the amount of £2,000 per each relevant Consultant who requires Equipment from the Customer.

In relation to each item of Equipment purchased by Kubrick for the Customer in accordance with this Agreement, all rights and ownership will transfer to the Customer once all of the respective Equipment Administration Fees have been paid to Kubrick and all risks will transfer to the Customer on the earlier of:

payment by the Customer of the Equipment Administration Fee; or

delivery of each item of Equipment to the relevant Consultant.