

Agreement for Services

Between

Tessiant Ltd (“the Company”) Second Floor Offices, 16A Parade, Leamington Spa, Warwickshire, CV32 4DW (Company number 12203151)

And

[Name of Client] (“the Client”) [Address] (Company number [])

It is hereby agreed that:

1. Introduction

- 1.1. This agreement sets out the arrangements agreed between Tessiant Ltd and [company name] to provide the Management Consultancy Services (called, for shorthand in this agreement, ‘the Services’) which are described in the Statement of Works set out in Schedule 1 of this agreement.
- 1.2. We have agreed that this agreement is a framework agreement for the supply of the Company’s services; provision of services subsequent to those set out in the Statement of Works in Schedule 1 shall also be governed by the terms and conditions set out in this agreement. Any special terms and conditions for any particular Statement of Work agreements can then be separately agreed in accordance with Clause 4 of this agreement.
- 1.3. The definitions for this agreement are set out in Schedule 2.

2. Commencement

- 2.1. This agreement shall start on [DATE] and shall continue unless terminated earlier in accordance with Clause 13.1 (Termination) until either party gives to the other party written notice to terminate of the period set out in Schedule 1 (Statement of Work – Notice Period) unless the length of the Notice Period is varied in any subsequent Statement of Works between the parties in which case the Notice Period in the latest Statement of Works applies. Subject to Clause 13.1 if a Client and the Company have more than one Statement of Works ongoing at any one time, either party can terminate a specific Statement of Works only by giving the other the Notice Period set out in that Statement of Works.
- 2.2. If there are no uncompleted Statements of Work as at the date notice to terminate is served under the Notice Period, such notice shall terminate this agreement with immediate effect.
- 2.3. The Company shall provide the Services to the Client from the ‘start date’ set out in Schedule 1 and continue to do so until the ‘end date’ in Schedule 1 unless this agreement is terminated in accordance with Clause 2.1 or Clause 13.

- 2.4. The Client may procure any of the Services by agreeing a Statement of Work with the Company pursuant to Clause 3 (Statements of Work).

3. Statements of Work

- 3.1. Each Statement of Work shall be agreed in the following manner:
- 3.1.1. the Client shall ask the Company to provide any or all of the Services and provide the Company with as much information as the Company reasonably requests in order to prepare a draft Statement of Work for the Services requested;
 - 3.1.2. following receipt of the information requested from the Client, the Company shall, as soon as reasonably practicable either inform the Client that it declines to provide the requested Services or provide the Client with a draft Statement of Work;
- 3.2. If the Company provides the Client with a draft Statement of Work pursuant to Clause 3.1.2 the Client and the Company shall discuss and agree that draft Statement of Work and both parties shall sign the draft Statement of Work when it is agreed.
- 3.3. Unless otherwise agreed, the SoW Charges shall be calculated in accordance with the Rate Card or if applicable a Fixed Fee set out in Schedule 1.
- 3.4. Where the SoW Charges are based on a daily rate, the fee in respect of each consultant is calculated on the basis of an eight-hour day worked during the normal business hours of the Client;
- 3.5. The Company may charge for the preparation of Statements of Work in accordance with the Rate Card set out in Schedule 1.
- 3.6. Once a Statement of Work has been agreed and signed in accordance with Clause 3.2, no amendment shall be made to it except in accordance with Clause 4 (Change Order) or Clause 17 (Variation).
- 3.7. Each Statement of Work shall be part of this agreement and shall not form a separate contract to it.

4. Change Orders

- 4.1. Either party may propose changes to the scope or execution of the Services but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties.
- 4.2. A Change Order shall be a written notice setting out the proposed changes and the effect that those changes will have on:
- 4.2.1. the Services;
 - 4.2.2. the SoW Charges;
 - 4.2.3. the timetable for the Services; and
 - 4.2.4. any of the other terms of the relevant Statement of Work.

- 4.3. If the parties agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Statement of Work. In the case of the Company, only a Director of the Company can sign a Statement of Works or Change Order.
- 4.4. The Company may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Client pursuant to Clause 4 in accordance with the Rate Card set out in Schedule 1.

5. Company's responsibilities

- 5.1. The Company shall use reasonable endeavours to provide the Services and deliver any Deliverables set out in the Statement of Works to the Client in accordance with each Statement of Work in all material respects.
- 5.2. The Company shall use reasonable endeavours to ensure that the Services are performed by competent and appropriately qualified consultants with suitable experience to provide to the Client the services reasonably to be expected from consultants of such standing and qualification. The Company reserves the right to replace any or all of the consultants from time to time where reasonably necessary in the interests of the Company's business.
- 5.3. The Company shall use reasonable endeavours to meet any performance dates or Milestones specified in a Statement of Work but any such dates shall be estimates only and time for performance by the Company shall not be of the essence of this agreement.
- 5.4. The Company shall use reasonable endeavours to observe all health and safety, data governance and security requirements that apply at any of the Client's premises and that have been communicated to it under Clause 10, provided that it shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under this agreement.
- 5.5. The relationship of any person appointed by the Company to perform the Services shall be that of an independent contractor and nothing in this agreement shall render him an employee, worker, agent or partner of the Client and/or of the Company.

6. Client's obligations

- 6.1. The Client shall:
 - 6.1.1. co-operate with the Company in all matters relating to the Services;
 - 6.1.2. appoint a manager in respect of the Services to be performed under each Statement of Work;
 - 6.1.3. identify the person appointed as manager in the Statement of Work. That person shall have authority to contractually bind the Client on all matters relating to the relevant Services (including by signing Change Orders);
 - 6.1.4. provide, for the Company, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data, Client Equipment including logins/passwords and other facilities as reasonably required by the Company to perform the Services including any such access as is specified in a Statement of Work;

- 6.1.5. provide to the Company in a timely manner all documents, information, items and materials in any form (whether owned by the Client or a third party) required under a Statement of Work or otherwise reasonably required by the Company in connection with the Services and ensure that they are accurate and complete in all material respects;
 - 6.1.6. inform the Company of all health and safety, data governance and security requirements that apply at any of the Client's premises. If the Client wishes to make a change to those requirements which will materially affect provision of the Services, it can only do so via the change control procedure set out in Clause 4 (Change control);
 - 6.1.7. ensure that all the Client's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements; and
 - 6.1.8. obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Company to provide the Services, including in relation to the installation of the Company's Equipment, the use of all Client Materials and the use of the Client's Equipment insofar as such licences, consents and legislation relate to the Client's business, premises, staff and equipment, in all cases before the date on which the Services are to start;
- 6.2. If the Company's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, the Company shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.
- 6.3. The Client shall be liable to pay to the Company, on demand, all reasonable directly incurred costs, charges or losses sustained or incurred by the Company that arise directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to the Company confirming such costs, charges and losses to the Client in writing.

7. Charges and payment

- 7.1. In consideration of the provision of the Services by the Company, the Client shall pay the SoW Charges.
- 7.2. The Company shall ensure that every individual whom it engages on the Services completes time sheets to record time spent on the Services, and the Company shall indicate the time spent per individual in its invoices. The Company's timesheet system and sign off procedure will prevail in any disputes over hours worked.
- 7.3. Unless otherwise stated in the Statement of Works, the SoW Charges exclude the following, which shall be payable by the Client monthly in arrears, following submission of an appropriate invoice:
- 7.3.1. the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Company engages in connection with the Services; and
 - 7.3.2. the cost to the Company of any materials or services procured by the Company from third parties for the provision of the Services as approved by the Client in advance from time to time.

- 7.4. Additional charges may be levied in respect of any additional work undertaken as a consequence of the Client soliciting or enticing away any person within the meaning of Clause 8.1 whether or not the Company has given its consent in accordance with Clause 8.1 (non-solicitation).
- 7.5. Where the contract is on a Time basis (as stated in the Statement of Works) the Company may increase the rates in the Rate Card on an annual basis with effect from each anniversary of the date of this agreement in line with the percentage increase in the Retail Prices Index or, if discontinued, a replacement index over the preceding 12-month period and the first such increase shall take effect on the first anniversary of the date of this agreement.
- 7.6. Any increase in the charges set out in the Rate Card shall affect:
- 7.6.1. the SoW Charges (to the extent that they are calculated in accordance with the Rate Card) in Statements of Work in force at the date the increase takes effect; and
 - 7.6.2. the calculation of the SoW Charges for Statements of Work entered into after the date the increase takes effect.
- 7.7. The Company shall invoice the Client for the SoW Charges at the intervals specified, or on the achievement of the Milestones indicated, in the Statement of Work. If no intervals are so specified, the Company shall invoice the Client at the end of each month for Services performed during that month.
- 7.8. The Client shall pay each invoice submitted to it by the Company within 30 days of receipt to a bank account nominated in writing by the Company from time to time.
- 7.9. Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Company any sum due under this agreement on the due date:
- 7.9.1. the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
 - 7.9.2. the Company may suspend part or all of the Services until payment has been made in full.
- 7.10. Time for payment shall be of the essence of this agreement.
- 7.11. All sums payable for hours spent by the Company providing the Services prior to termination shall become due immediately on its termination, despite any other provision. This Clause 7.11 is without prejudice to any right to claim for interest under the law, or any such right under this agreement.
- 7.12. All sums payable to the Company under this agreement:
- 7.12.1. are exclusive of VAT, and the Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

7.12.2. shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

- 7.13. The Company may, without prejudice to any other rights it may have, set off any liability of the Client to the Company against any liability of the Company to the Client.

8. Non-solicitation and employment

- 8.1. The Client shall not, without the prior written consent of the Company, at any time from the date on which any Services commence to the expiry of 3 months after the completion of a Relevant Statement of Works, solicit or entice away from the Company or directly or indirectly employ or engage or attempt to employ or engage any person who is, or has been, employed or engaged by the Company to perform the Services under a Relevant Statement of Works. In relation to any person, a Relevant Statement of Works is the last Statement of Works they provided Services to the Client under for or on behalf of the Company.
- 8.2. Any consent given by the Company in accordance with Clause 8.1 shall be subject to the Client paying to the Company either:
- 8.2.1. In the case of a Time contract, a sum equivalent to 30 days' worth of the applicable daily rate set out in the Rate Card for that person (or of the average of the daily rates on the Rate Card if an applicable daily rate is not specified for that person), or
- 8.2.2. in the case of a Fixed Fee contract, a sum equivalent to 30 days' worth of the usual applicable daily rate of that person if supplied by the Company on a Time basis.
- 8.3. The parties agree that such sum is a reasonable estimate of the likely loss and expense to the Company of the Client losing the employment or services of the relevant person.

9. Intellectual property rights and ownership of completed materials

- 9.1. All programmes documents and data files created for the Client pursuant to a Statement of Services are the property of the Client and any copyright and any other Intellectual Property Rights in any design programs amendments systems specifications or reports created specifically for the Client during and relating to this agreement are the property of the Client.
- 9.2. All Intellectual Property Rights in or arising out of or in connection with the Services other than those specifically created for the Client pursuant to or incidental to a Statement of Works (other than Intellectual Property Rights in any Client Materials) shall be owned by the Company.
- 9.3. The Company grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free non-transferable licence to copy and modify the Deliverables (excluding Client Materials) for the purpose of receiving and using the Services and the Deliverables.
- 9.4. The Client grants the Company a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Client to the

Company for the term of the Contract for the purpose of providing the Services to the Client.

- 9.5. All Client Materials are the exclusive property of the Client. All Company Materials are the exclusive property of the Company.

10. Compliance with laws and policies

- 10.1. In performing its obligations under this agreement, and providing services under any Statement of Work, the Company and its employees and consultants shall comply with:

10.1.1. the Applicable Laws; and

10.1.2. such anti-corruption policies and procedures as the Client may from time to time notify to the Company; and

10.1.3. the Mandatory Policies, provided that the Client shall give the Company not less than 30 days' notice of any change to such policies.

- 10.2. Changes to the Services required as a result of changes to the Applicable Laws or the Mandatory Policies shall be agreed via the change control procedure set out in Clause 4 (Change control).

11. Confidentiality and Data Protection

- 11.1. Each party undertakes that it shall not at any time during or after termination of this agreement disclose to any person any information that would be regarded as confidential by a reasonable business person concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by Clause 11.2. The Company shall procure that each person who provides services to the Client shall be bound by confidentiality obligations of equivalent effect to those that the Company is bound by under this clause 11.

- 11.2. Each party may disclose the other party's confidential information:

11.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 11 and

11.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 11.3. No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

- 11.4. The Client shall treat as confidential and shall not divulge any information to any person (except to the Company's own employees and then only to those employees agreed by the Company) regarding any day rates or contractual rates agreed in relation to any work undertaken pursuant to this agreement.

- 11.5. The Company will establish and maintain such security measures and procedures as are reasonably practicable to provide for the safe custody of the Client's information and data in its possession and to prevent unauthorised access thereto or use thereof.
- 11.6. The parties shall comply with the provisions of Schedule 3 (Data Protection Obligations).

12. Limitation of liability

- 12.1. This Clause 12 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Client in respect of:
 - 12.1.1. any breach of this agreement including any deliberate breach of this agreement by the Company, or its employees, agents or subcontractors;
 - 12.1.2. any use made by the Client of the Services; and
 - 12.1.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 12.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.
- 12.3. Nothing in this agreement limits or excludes the liability of the Company:
 - 12.3.1. for death or personal injury resulting from negligence; or
 - 12.3.2. for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by the Company.
- 12.4. Subject to Clauses 12.2 and 12.3 the Company shall not be liable for:
 - 12.4.1. loss of profits; or
 - 12.4.2. loss of business; or
 - 12.4.3. depletion of goodwill and/or similar losses; or
 - 12.4.4. loss of goods; or
 - 12.4.5. loss of contract; or
 - 12.4.6. loss of use; or
 - 12.4.7. loss of corruption of data or information; or
 - 12.4.8. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 12.5. Subject to Clause 12.4, the Company's total liability to the Client in respect of all breaches of duty of any kind specified in Clause 12.1 occurring pursuant to any particular Statement of Work shall not exceed the total charges paid by the Client under the particular Statement of Works, whether or not invoiced to the Client.
- 12.6. The Company has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £1,000,000 per claim. The limits and exclusions in this Clause 12 reflect the insurance cover of the Company and the Client is responsible for making its own arrangements for the insurance of any excess loss.
- 12.7. Unless the Client notifies the Company that it intends to make a claim in respect of an event within the Event Notice period, the Company shall have no liability for that event. The Event Notice period for an event shall start on the day on which the Client

became, or ought reasonably to have become, aware of the event having occurred in respect of the event and shall expire 12 months from that date. The Event Notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

- 12.8. Statements made by the Company as to the results obtainable from the Services and/or any surveys, forecasts and/or recommendations (together the Recommendations) are made in good faith on the basis of information provided by the Client for the purpose. Since the attainment of such results and the efficacy and accuracy of the Recommendations depend to a degree on factors outside the Company's knowledge and control, such Recommendations shall not be deemed in any circumstances to be representations, warranties or contractual obligations.

13. Termination

- 13.1. Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- 13.1.1. the other party commits a material breach of any term of this agreement and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 13.1.2. the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- 13.1.3. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
- 13.1.4. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
- 13.1.5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership);
- 13.1.6. an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company);
- 13.1.7. the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 13.1.8. a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- 13.1.9. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

- 13.1.10. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 13.1.3 to Clause 13.1.9 inclusive);
- 13.1.11. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- 13.1.12. there is a Change of Control of the Client.

- 13.2. Without affecting any other right or remedy available to it, the Company may terminate this agreement with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment.

14. Consequences of termination

- 14.1. On termination or expiry of this agreement whether under Clause 13.1 or the Notice Period:
 - 14.1.1. the Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt;
 - 14.1.2. the Client shall, within a reasonable time, return all of the Company's Equipment. If the Client fails to do so, then the Company may enter the Client's premises and take possession of the Company's Equipment. Until the Company's Equipment has been returned or repossessed, the Client shall be solely responsible for its safe keeping; and
 - 14.1.3. the Company shall on request return any of the Client Materials not used up in the provision of the Services.
- 14.2. Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
- 14.3. Termination or expiry of this agreement shall 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 the agreement which existed at or before the date of termination or expiry.

15. Force Majeure

- 15.1. Neither party to this Agreement shall be liable to the other nor held in breach of this Agreement if that party is prevented hindered or delayed in the performance of its obligations under the Agreement by any Acts of God, strikes, lockouts, war, riot, civil commotion, explosion, fire, radiation, accident, government action, interruption in supply of power or materials, labour dispute, epidemic or other circumstances beyond that party's reasonable control.

16. Assignment and other dealings

- 16.1. The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

- 16.2. The Company may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights under this agreement, provided that the Company gives prior written notice of such dealing to the Client.

17. Variation

- 17.1. Subject to Clause 4 (Change control), no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. Waiver

- 18.1. A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 18.2. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall 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 shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.3. 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.

19. Rights and remedies

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

20. Severance

- 20.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 20.2. If any provision or part-provision of this agreement is deemed deleted under Clause 20.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. Entire agreement

- 21.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 21.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for

innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

22. Conflict

- 22.1. If there is an inconsistency between any of the provisions of this agreement and the provisions of any Statement of Works the provisions of the Statement of Works shall prevail.

23. No partnership or agency

- 23.1. Nothing in this agreement is intended to, or shall 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.
- 23.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24. Third party rights

- 24.1. Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 24.2. The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

25. Notices

- 25.1. Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
- 25.1.1. delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 25.1.2. sent by email to a Director of the Company or the Client Sponsor (listed in the latest Statement of Works) as the case may be
- 25.2. Any notice or communication shall be deemed to have been received:
- 25.2.1. if delivered by hand, on signature of a delivery receipt;
 - 25.2.2. if sent by pre-paid first-class post or other next Business Day delivery services, at the time recorded by the delivery service; and
 - 25.2.3. if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 25.2.3 business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 25.3. This Clause 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.

26. Counterparts

- 26.1. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 26.2. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

27. Governing law

- 27.1. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

28. Jurisdiction

- 28.1. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Accepted on behalf of the Company

Name:

Position:.....

Signed:.....

Dated:.....

Accepted on behalf of the Client

Name:

Position:.....

Signed:.....

Dated:.....

TESSANT LIMITED

Second Floor Offices, 16A Parade, Leamington Spa, Warwickshire, CV32 4DW

T: 07921 106 125 E: Anna@tessiant.com

www.tessiant.com

Schedule 1 Statement of Works Template

Assignment Name	
Client Name	
Client Address	
Client Sponsor	
SOW no:	
Contract Type	
Contract value	
Key Deliverables / Milestones	
PO No.	
Start Date:	
End Date:	
Payment Terms	
Payment Means	
Project Lead	
Tessiant Partner	

Accepted on behalf of the Company

Name:

Position:.....

Signed:.....

Dated:.....

Accepted on behalf of the Client

Name:

Position:.....

Signed:.....

Dated:.....

TESSANT LIMITED

Second Floor Offices, 16A Parade, Leamington Spa, Warwickshire, CV32 4DW

T: 07921 106 125 E: Anna@tessiant.com

www.tessiant.com

Schedule 2 Interpretation and definitions

1.1. The following definitions and rules of interpretation apply in this agreement:

Applicable Laws: all applicable laws, statutes, regulation [and codes] from time to time in force.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Change Order: has the meaning given in Clause 4.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.

Company's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Company to the Client and used directly or indirectly in the supply of the Services, including any such items specified in a Statement of Work but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Client.

Company Materials: all documents, information, items and materials in any form, whether owned by the Company or a third party, which are provided by the Company to the Client in connection with the Services, including the items provided pursuant to Clause 9.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.

Client's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Client, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services including any such items specified in a Statement of Work.

Client Materials: all documents, information, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to the Company in connection with the Services, including the items provided pursuant to Clause 9.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures: as defined in the Data Protection Legislation.

Data Protection Legislation: means all Applicable Laws relating to the processing, privacy and security of Personal Information, including, without limitation, the EU General Data Protection Regulation 2016/679 (the "GDPR"), the UK GDPR, the Data Protection Act 2018, the EU Privacy and Electronic Communications Directive 2002/58/EC and the California Consumer Privacy Act of 2018, and all other applicable international, regional, federal or national data protection laws, regulations and regulatory guidance, as may be amended or superseded from time to time.

Deliverables: any output of the Services to be provided by the Company to the Client as specified in a Statement of Work [and any other documents, products and

materials provided by the Company to the Client in relation to the Services (excluding the Company's Equipment)].

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up [and trade dress], goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Mandatory Policies: the Client's business policies and codes, as amended by notification to the Company from time to time.

Milestone: a date by which a part or all of the Services is to be completed, as set out in a Statement of Work.

Rate Card: the standard charges for the Services or the framework for calculating them as set out in Schedule 1.

Services: the services as set out in Schedule 1 or subsequent Statement of Works including services which are incidental or ancillary to the Services.

SoW Charges: the sums payable for the Services as set out in a Statement of Work.

Statement of Work: a detailed plan, agreed in accordance with Clause 3, describing the services to be provided by the Company, the timetable for their performance and the related matters listed in the template statement of work set out in Schedule .

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

- 1.2. Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7. Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

- 1.8. This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time OR it is in force as at the date of this agreement.
- 1.10. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time OR as at the date of this agreement under that statute or statutory provision.
- 1.11. A reference to writing or written includes email but not fax.
- 1.12. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13. A reference to this agreement or to any other agreement or document referred to in this agreement is a reference of this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.14. References to Clauses and Schedules are to the Clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

Schedule 3 Data Protection Obligations

1. For the purposes of this Schedule 3, the terms “personal data”, “data subject”, “control” (or any derivation thereof), “controller”, “process” (or any derivation thereof) “processor” and sub-processor” shall have the meanings given to them in the applicable Data Protection Legislation.
2. The parties hereby acknowledge that each will be joint data controllers in respect of personal data processed under this Agreement as further described in the Data Protection Annex (Processing Details) set out below.
3. Each party will comply (and shall procure that any individuals who are engaged in connection with the Services shall comply) with the Data Protection Legislation.
4. To the extent that either party processes personal data on behalf of the other, they shall (and shall procure that any individuals who are engaged in connection with the Services shall):
 - 4.1. only process personal data in accordance with the Data Protection Legislation and for no other purpose. Either party shall immediately inform the other party if, in its opinion, an instruction infringes Data Protection Legislation;
 - 4.2. each party to assist in providing data to any subject access requests and shall ensure that its personnel (including any individuals who are engaged in connection with the Services) authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - 4.3. each party shall ensure that the same data protection obligations as set out in this Agreement shall be imposed on the sub-processor, and shall remain fully liable for the performance of that sub-processor’s obligations;
 - 4.4. not transfer personal data outside of the EEA without the prior written consent of the other party;
 - 4.5. at the end of the Agreement, promptly delete or return all personal data in connection with the Agreement and provide written notice to confirm that such deletion or return has been completed;
 - 4.6. provide all reasonable assistance to comply with its obligations under Data Protection Legislation, including conducting data protection impact assessments, fulfilling obligations to respond to requests from data subjects exercising their rights under Data Protection Legislation and, if required, prior consultation with relevant supervisory authorities;
 - 4.7. in the event that either party receives any complaint, notice or communication (including from a relevant supervisory authority or a data subject) relating to (i) the processing of personal data under the Agreement, (ii) a data subject exercising their rights or (iii) compliance with Data Protection Legislation, the party shall notify the other party without undue delay and in any event within seventy-two (72) hours, and it shall provide any relevant supervisory authority (if applicable) with full co-operation and assistance;
 - 4.8. promptly notify the other party about any legally binding request for disclosure of personal data by a law enforcement or other governmental authority, unless otherwise prohibited from doing so under UK, European Union or Member State law;

- 4.9. take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data, and against the accidental loss or destruction of, or damage to personal data;
- 4.10. notify the other party without undue delay and in any event within twenty-four (24) hours upon becoming aware of or suspecting any unauthorised or unlawful processing, loss of, use of, disclosure of, access to, damage to or destruction of any personal data which affects the availability, integrity or confidentiality of personal data ("Data Breach") and shall provide all known details of the Data Breach including: (a) a description of the nature of the Data Breach including the categories and approximate number of data subjects and records concerned; (b) a description of the likely consequences of the Data Breach; and (c) a description of the measures taken or proposed to address and/or mitigate the Data Breach and ensure it does not happen again; (d) mitigate any harmful effect of a use or disclosure of the personal data in violation of this Agreement or in connection with a Data Breach; (e) assist in remediating or mitigating any potential damage from a Data Breach; (f) not disclose to third parties (including any Supervisory Authority) any information about a Data Breach without prior written permission from the other party. Separately, both parties shall assist with notifying the Data Breach to any relevant supervisory authority or the data subject in accordance with the Data Protection Legislation; maintain all appropriate records of processing carried out; and shall upon request, provide all information necessary to demonstrate compliance with this Schedule 3 and Data Protection Legislation.

Data Protection Annex (Processing Details)

Subject Matter

The processing of personal data as necessary for the provision of services under the Agreement including but not limited to processing of personal data related to the parties (and other members of its group's) employees, customers, contractors or service providers.

Duration

For as long as either party processes personal data, or until the Agreement expires or is terminated, whichever is later. Notwithstanding anything to the contrary, personal data may be processed for a longer period to the extent required to do so in order to fulfil the obligations pursuant to applicable laws (including the Data Protection Legislation). The parties shall provide written instructions for the deletion of personal data together with information on the set retention periods in accordance with the purposes of the processing of personal data.

Nature & Purpose

Fulfilment of the obligations arising from the Agreement, including but not limited to collecting, recording, organising, structuring, storing, modifying, retrieving, consulting, using, combining, disclosing by transmission, disseminating or otherwise making available data as required to provide the Services.

Data Subjects

Each parties (and members of its group's) employees, customers, contractors or service providers. The Parties agree that the personal data specified above is listed for transparency reasons. Therefore, not every single data or type of data is listed. Subject to the provision of services according to the Agreement additional data might be processed or the scope of processed data might change as necessary taking into the account the instructions given by

either party, industry standards or regulatory requirements and in alignment with the purposes of the processing.

Categories of Data

Name, email address, contact details, demographic information, employment information.

The Parties agree that the personal data specified above is listed for transparency reasons. Therefore, not every single data or type of data is listed. Subject to the provision of services according to the Agreement additional data might be processed or the scope of processed data might change as necessary taking into the account the instructions given by either party, industry standards or regulatory requirements and in alignment with the purposes of the processing.