

Order for Consultancy Services	
Order Date:	[TBC]
Order reference:	[TBC]
Order number:	[Insert Customer's Purchase Order Number]
Parties	
Supplier:	Alexander Mann Solutions Limited, (Company Registration Number: 02073305) of registered address 2nd Floor, 60 London Wall, London EC2M 5TQ
Customer:	[TBC]
Terms & Conditions	
Terms & Conditions:	This Order and the Statement of Work are at all time subject to the terms and conditions ("Terms") set out in Appendix 1 to this Order. No other terms and conditions shall apply to the services provided pursuant to this Order (whether such terms are on a purchase order, invoice, email communication or otherwise). Any defined terms used in this Order shall have the same meaning as described in the Terms.
Services	
Services:	The Supplier supplies the Services specified in Statement of Work, with reference [TBC]
Statement of Work reference:	
Fees, Expenses & Payment, Termination, Milestones etc	
Fees, Payment, Termination, Milestones:	As set out in the Statement of Work
The Parties agree to accept, and be bound by, the terms this Order, the Terms and the Statement of Work.	
Customer's Acceptance	Supplier's Acceptance
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

APPENDIX 1 To Order

GENERAL TERMS AND CONDITIONS IN RELATION TO THE SALE OF CONSULTANCY SERVICES

THIS DOCUMENT SETS OUT THE GENERAL TERMS & CONDITIONS ON WHICH ALEXANDER MANN SOLUTIONS LIMITED (COMPANY REGISTRATION NUMBER: 02073305) WHOSE REGISTERED ADDRESS IS AT 2nd Floor, 60 London Wall, London EC2M 5TQ ("AMS") SUPPLIES SERVICES TO ITS CLIENTS AND CUSTOMERS ("CUSTOMER", "YOU", "YOUR").

AMS IS A PROVIDER OF CONSULTANCY SERVICES TO THE CUSTOMER. IF AMS ACCEPTS AN ORDER FROM THE CUSTOMER (WHICH AMS MAY DO AT ITS DISCRETION), THEN A BINDING CONTRACT BETWEEN AMS AND THE CUSTOMER WILL COME INTO EXISTENCE AND THE CUSTOMER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS SET OUT IN THIS DOCUMENT.

THE PARTIES AGREE AS FOLLOWS:

1. AGREEMENT

- 1.1. **Agreement:** The Agreement between us is made up of the following documents:
- 1.1.1. The terms and conditions set out in this document
 - 1.1.2. The Order(s).
- 1.2. **Conflict:** If there is any conflict or inconsistency between the documents which make up this Agreement, the order of priority is as set out at clause 1.1, with descending order of priority.
- 1.3. **Definitions:** The definitions are set out in Schedule 1.

2. TERM

- 2.1. **Term:** The Agreement commences on the Start Date specified above (or, if not specified, the last date of signature of the Acceptance Table) and remains in full force until and including 31 December of the same year. Thereafter its term is automatically extended for subsequent periods of one year ("Term"). The Term ends when the Agreement is terminated.
- 2.2. **Order Term:** Each Order commences on the Start Date set out in the Order and continues until the End Date set out in the Order or until the Order is terminated. Termination of one Order shall not automatically terminate any other current Orders.

3. ORDERS

- 3.1. **Submitting Orders:** The Customer may provide AMS with written orders for Services in such form as agreed between the Parties ("Order"). Any statement of work or schedule which describes the Services to be provided by AMS shall be appended to, or referenced in, the Order or in the AMS order acknowledgment.
- 3.2. **Acceptance of Orders:** An Order isn't binding until AMS has accepted the Order in writing. AMS has the discretion to accept or reject an Order.
- 3.3. **Withdrawal of Orders:** The Customer is not entitled to amend or withdraw an Order which has been accepted by AMS.
- 3.4. **Variation of Orders:** An Order may not be varied unless the parties agree to the variation in writing.
- 3.5. **Termination:** No Orders shall be placed following the date on which notice is validly served to terminate the Agreement pursuant to clauses 18.
- 3.6. **Status of Orders:** Each Order is subject to the provisions of this Agreement.

4. COMMENCEMENT OF SERVICES AND CANCELLATION

- 4.1. **Service Commencement:** The Services will commence on the date set out in the Order unless otherwise agreed in writing (the "Service Start Date").
- 4.2. **Cancellation:** Customer agrees as follows:
- 4.2.1. AMS has the right to charge for expenses incurred, including events (including but not limited to preparation work, meetings, courses, workshops, presentations or seminars) cancelled or postponed as a result of the Customer's cancellation of an Order. Such charges will be in accordance with the relevant Order.
 - 4.2.2. AMS has the right to charge a cancellation Fee specified in the Order or, if not specified, it shall pay to AMS (as genuinely pre-estimated liquidated damages) an amount to reflect the losses which AMS will incur if such cancellation or rescheduling is requested within a set number of days of the Service Start Date (as specified in the relevant Order) (the "Cancellation Fee").
- 4.3. **Cancellation Fee:** The Cancellation Fee shall be calculated as a percentage of the Fees that correspond to the days scheduled by AMS for provision of the Services (the "Scheduled Days Cost"). The relevant percentages and time periods are as follows:
- 4.3.1. cancellation request 8-21 days before the Service Start Date: 50% of the Scheduled Days Cost;
 - 4.3.2. rescheduling request 8-14 days before the Service Start Date with firm re-booking date: 50% of the Scheduled Days Cost; and
 - 4.3.3. cancellation or rescheduling request within 7 days of the Service Start Date: 100% of the Scheduled Days Cost
- 4.4. **Mitigation:** Charging of the Cancellation Fee is at AMS's discretion. AMS will use reasonable commercial efforts to re-deploy Consultants to other projects to mitigate its losses resulting from cancellation or rescheduling. If AMS is able to successfully redeploy Consultants, then it shall reduce the Cancellation Fee payable by the Customer accordingly.
- 4.5. **Re-booking:** If the Customer re-books the Services for another date, the Fees for the Services (including expenses) as re-booked will be payable in addition to any Cancellation Fee.

5. THE SERVICES

- 5.1. **Services:** AMS shall perform the Services described in the Order (including as described in any accompanying Statement of Work).

- 5.2. **Timing:** Any timescales and/or completion dates provided by AMS are estimates only and time for provision or completion of the Services or any part of them shall not be of the essence.
- 5.3. **Consultants:** Whilst AMS will use its reasonable endeavours to ensure that the same Consultant will continue to be involved throughout provision of the Services, it reserves the right to replace that Consultant.
- 5.4. **Customer Policies:** If the Consultant is present on the Customer's premises, AMS shall use reasonable endeavours to ensure that the Consultant complies with such reasonable site rules and procedures as are notified to AMS by the Customer from time to time.
- 5.5. **Deliverables:** AMS shall, unless otherwise stated in the Order or agreed in writing between the Customer and AMS, provide any Deliverables to the Customer within twenty-eight (28) days of completion of the Services.
- 5.6. **Performance location:** each Order shall specify the performance location and the Customer shall make such premises fully available for AMS and the AMS personnel.
- 6. CUSTOMER OBLIGATIONS**
- 6.1. **General Duty:** The Customer shall comply with the duties and responsibilities set out in the Agreement, the Orders and all Statements of Work.
- 6.2. **Authorisation:** The Customer may be required to sign an authorisation form or similar document (the "Authorisation Form") giving its consent to specifics of the Services.
- 6.3. **Cooperation:** The Customer agrees to provide reasonable cooperation to AMS when requested (including access to people, premises, systems and equipment owned, operated or controlled by the Customer) to enable AMS to perform the Services;
- 6.4. **Customer Premises:** The Customer agrees:
- 6.4.1. that where the Services are to take place on the Customer's premises, the Customer shall ensure that a suitable working space is provided for the Consultant which shall include a desk, internet access and, where necessary to perform the Services, access to information, staff, documentation, networks, data centres, server rooms to perform the Services;
 - 6.4.2. to ensure that, where the Services are taking place on the Customer's premises, the premises are safe. The Customer will indemnify, keep indemnified and hold harmless AMS in full and on demand from and against all liabilities, direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which AMS (or its Affiliates) incurs or suffers in any way whatsoever arising out of or in connection with any claim or action against AMS for death and/or personal injury arising out of the Customer's failure to provide safe premises.
- 6.5. The Customer will ensure that its staff, contractors and other suppliers at all times co-operate fully with AMS and cause no delay.

7. CONTRACT MANAGEMENT & REPORTING

- 7.1. **Contract Manager:** AMS may require the parties to appoint a Contract Manager to act as the main point of contact for the other party in respect of all day-to-day matters relating to the supply of the Services and this Agreement. The Contract Managers are those persons listed in the Order.

8. WARRANTIES & WAIVERS

- 8.1. **Customer Warranties:** The Customer warrants that:
- 8.1.1. it has the right, power and authority to enter into this Agreement and grant to AMS the rights (if any) contemplated in this Agreement;
 - 8.1.2. it shall comply with all applicable Law in relation to the performance of its obligations under this Agreement; and
 - 8.1.3. the Customer Materials and all other information, documents, materials, data or other items provided by the Customer pursuant to this Agreement do not infringe the Intellectual Property Rights of any third party.
- 8.2. **AMS Warranties:** AMS warrants that:
- 8.2.1. the Services shall be performed with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, s 13;
 - 8.2.2. The Services performed and the Deliverables supplied shall be free from material defects at Completion;
 - 8.2.3. it shall comply with all applicable Law in relation to the performance of the Services under this Agreement.
- 8.3. **Refund:** Subject to the provisions of clause 8.4, AMS shall, at its option and sole discretion, remedy, re-perform or refund the Fees of any Services or Deliverables that do not comply with clause 8.2, provided that the Customer serves a written notice on AMS that some or all of the Services or Deliverables (as the case may be) do not comply with clause 8.2, and identifying in sufficient detail the nature and extent of the defects within 5 Business Days of Completion. This is the Customer's sole remedy for breach of warranty at clause 8.2.

- 8.4. **Customer default:** AMS shall not be liable for any delay in delivery or failure of the Services or the Deliverables to comply with the provisions of clause 8.2 where the same arises directly or indirectly and whether in whole or in part as a result of:
- 8.4.1. a breach by the Customer of any of its obligations under this Agreement;
 - 8.4.2. the Customer's failure to make the performance location (specified in the Order) available;
 - 8.4.3. the Customer's failure to provide AMS with adequate instructions for supply and Completion of the Services;
 - 8.4.4. an event of Force Majeure;
 - 8.4.5. any design, specification or requirement of the Customer; or
 - 8.4.6. use of the Customer Materials; or
 - 8.4.7. the Customer's failure to supply the Customer Materials in a timely manner.
- 8.5. **Legal Advice:** The Consultants are not legally qualified. As such, the Customer accepts and acknowledges that, while AMS and the Consultants may give opinions and recommendations based on its industry experience and expertise, the Services and any associated Deliverables do not constitute legal advice, and the Customer is advised to seek such independent legal advice if it feels it necessary to do so.
- 8.6. **Waiver:** Except as set out in this clause 8:
- 8.6.1. AMS gives no other warranty and makes no representations in relation to the Services;
 - 8.6.2. AMS shall have no liability for any non-compliance with the warranty in clause 8.2; and
 - 8.6.3. the conditions implied by the Supply of Goods and Services Act 1982 ss 12–16 are expressly excluded; and
 - 8.6.4. Any condition, representation or warranty that might otherwise be implied or incorporated within this Agreement by reason of statute or common law or otherwise is hereby expressly excluded to the fullest extent permitted by applicable Law.
- 8.7. **Acknowledgment:** The Customer acknowledges that AMS is not and cannot be aware of the extent of any potential loss or damage to the Customer resulting from any failure of the Services to conform to the Specification or any failure by AMS to discharge its obligations under this Agreement.
- 8.8. **Sole Remedy:** The provisions of this clause 8 set out the Customer's sole and exclusive remedies (howsoever arising, whether in contract, tort, negligence or otherwise) for any breach of clause 8.2 or for any other error or defect in the Deliverables or defective performance of the Services.
9. **SUSPENSION OF SERVICES**
- 9.1. If, in relation to an Order, the Customer is in breach of any of its obligations under this Agreement (including any Order) or if AMS is prevented or delayed in performing the Services for any reason attributable to the Customer, its Affiliates, employees, agents, representative or subcontractors, then AMS (without prejudice to its other rights and at its sole discretion):
- 9.1.1. may suspend performance of the Services under all Orders until such time as the Customer fully remedies its breach or default;
 - 9.1.2. shall not be liable for any losses, damages, costs and expenses incurred by the Customer as a result of such suspension; and
 - 9.1.3. shall recover from the Customer all losses, damages, costs and expenses incurred by AMS arising from the Customer's breach of default.
10. **FEES**
- 10.1. The Fees payable by the Customer in respect of each Order are set out on the Order, and are on either a fixed fee or time and materials basis.
- 10.2. The Fees are exclusive of VAT (or equivalent sales tax).
- 10.3. The Customer agrees as follows:
- 10.3.1. Where the Fee is a fixed fee, this shall be stated on the Order and once such fees are used, any additional Services not within the scope of the fixed Fee will be charged on a time and materials basis,
 - 10.3.2. Where the Fees are not fixed but are calculable on a time and materials basis, such Fees are based on an estimate and AMS cannot guarantee that the Services will be completed for the Fee quoted. AMS will keep time sheets showing the hours worked by each of Consultant in respect of the provision of the corresponding Services.
- 10.4. AMS will be entitled to be reimbursed by the Customer for all out-of-pocket expenses (including travelling, hotels, reasonable subsistence expenses, bought-in goods, services and sub-contracted items referred to in the Order as being necessary and charged for separately from the fees quoted in the Order) incurred by AMS and the Consultants in the proper provision of the Services. AMS reserves the right to make additional charges for:
- 10.4.1. staff time spent in excess of those estimated in the Statement of Work as a result of any delays caused in delivery of the Services due to any act or omission of the Client;
 - 10.4.2. staff time spent travelling to a venue or performance location in excess of two hours in either direction;
 - 10.4.3. staff time for planning or other meetings requested by the Client in addition to those allowed for in the Statement of Work; and
 - 10.4.4. additional services or materials requested in writing (or requested verbally and subsequently confirmed in writing within 5 days following such verbal request) by the Customer that AMS agrees, in writing, to provide and that are additional to those allowed for in the Order, which shall then become part of the Services.
- 10.5. AMS may increase the Fees with immediate effect by written notice to the Customer where there is an increase in the direct cost to AMS of supplying the relevant Services and which is due to any factor beyond the control of AMS.
- 10.6. All Fees are non-refundable once paid to AMS (including upon any termination or suspension of this Agreement or any Order).
- 10.7. All Fees on a time and materials basis are subject to review on a quarterly basis. AMS will give one month's notice of its intention to change the charging basis for current and continuing Order.
11. **PAYMENT**
- 11.1. AMS may issue its invoice in respect of an Order at any time after the Order is placed or, where the Order specifies milestones payments, AMS may issue its invoices for milestone payments upon the achievement of the corresponding milestone.
- 11.2. If not otherwise stated in the Order, the Customer shall pay all invoices:
- 11.2.1. in full in cleared funds within 30 calendar days of the date of each invoice; and
 - 11.2.2. to the bank account nominated by AMS in the Order or on the invoice.
- 11.3. The Customer shall pay any applicable VAT (or equivalent sales tax) to AMS on receipt of a valid VAT invoice.
- 11.4. Time of payment is of the essence. Where sums due hereunder are not paid in full by the due date:
- 11.4.1. AMS may, without limiting its other rights, charge interest on such sums at 3% a year above the base rate of Barclays Bank Plc from time to time in force; and
 - 11.4.2. interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.
12. **CREDIT LIMIT**
- 12.1. AMS may set and vary credit limits and payment terms from time to time and has the right to withhold all further supplies of Services without liability to the Customer if the Customer exceeds such credit limit or payment terms.
13. **DATA PROTECTION**
- 13.1. **Compliance:** Each party agrees that, in the performance of their respective obligations under this Agreement, it shall comply with the Applicable Privacy Law. The processing activity in relation to Personal Data shall be set out in the Order.
- 13.2. **Status:** In the context of this Agreement and the supply of the Services, each party may Process Personal Data. The parties acknowledge that the factual arrangement between them dictates the classification of each party in respect of Applicable Privacy Law. Notwithstanding the foregoing, the parties anticipate that each party may at various times in the course of the supply or receipt of the Services act as a Joint Controller or a Controller or a Processor in relation to the other party. Additionally, where a party has been or will be Processing Personal Data as a Processor for and on behalf of the other party it may also act as Sub-processor for Clients
- 13.3. **International Transfers:** If this Agreement requires Personal Data to be transferred from an EU member state into a third country which does not have an adequacy decision made in respect of it pursuant to relevant data protection requirements of the EU (such third country to include the United Kingdom and the United States), the parties agree to adopt the appropriate EU Commission Standard Contractual Clauses as follows:
- 13.3.1. decision 2004/915/EC in respect of EU controller to non-EU controller; or
 - 13.3.2. decision 2010/87/EU in respect of EU controller to non-EU processor.
- 13.4. Each party may collect, store, process, disseminate or use any Personal Data for (a) the sole purpose of its performance or receipt of the Services respectively under this Agreement and managing its relationship with the other party, and only to the extent strictly necessary to do so; and (b) in accordance with any Applicable Privacy Law.
- 13.5. Each party, where it is a Controller (as defined in the Applicable Privacy Law), shall be responsible for its own compliance with all its obligations under Applicable Privacy Law. Where a party acts as a Processor (as defined in the Applicable Privacy Law) in relation to Personal Data where the other party is Controller, the first party shall comply and shall procure that any Sub-processor complies with the Processor's obligations in this Agreement to the extent applicable. Each party shall comply with the Applicable Privacy Law and shall perform its obligations under this clause in relation to the Personal Data in such a way as to not cause the other party to breach any of their obligations under Applicable Privacy Law.
- 13.6. The Processor warrants and undertakes in respect of all Personal Data that it Processes on behalf of Controller, that at all times:
- 13.6.1. it shall only Process such Personal Data for the purposes of the Services and as may subsequently be agreed by the parties in writing. In particular, the Processor shall not itself exercise control, nor shall it transfer, or purport to transfer, control of such Personal Data to a third party, except for the purposes of the Services or as it may be specifically agreed in writing with the Controller;
 - 13.6.2. it shall not Process, apply or use the Personal Data for any purpose other than as required and is necessary for the Services;
 - 13.6.3. it shall not Process the Personal Data for its own purposes or any purposes extraneous to the Services.
- 13.7. The Processor shall, to the extent that the Processor is in control of the relevant information systems, have in place appropriate processes and any associated technical measures that will ensure that Controller's obligations under Applicable Privacy Laws can be complied with, including the following:
- 13.7.1. requests by individual data subjects to Controller, or any exercise of privacy rights, in respect of their Personal Data from time to time can be implemented;
 - 13.7.2. provision of appropriate interfaces or support for other processes of Controller in ensuring information is provided to data subjects as required by Applicable Privacy Law;
 - 13.7.3. to the extent that the Processor has the appropriate access to such Personal Data as part of the Services, updating, amending or correcting the Personal Data of any individual upon request of Controller from time to time;
 - 13.7.4. to the extent that the Processor has the appropriate control over access to such Personal Data as part of the Services, cancelling or blocking access to any Personal Data upon receipt of instructions from Controller; and
 - 13.7.5. to the extent that the Processor has the appropriate access to such Personal Data as part of the Services, the flagging of Personal Data files or accounts to

- enable Controller to apply particular rules to individual data subjects' Personal Data, such as the suppression of marketing activity.
- 13.8. The Processor shall give Controller such co-operation, assistance and information as Controller may reasonably request to enable it to comply with its obligations under any Applicable Privacy Law and co-operate and comply with the directions or decisions of a relevant Privacy Authority, and in each case within such time as would enable Controller to meet any time limit imposed by the Privacy Authority.
- 13.9. Prior to commencing the Processing, and any time thereafter, Processor shall promptly inform Controller if, in the Processor's opinion:
- 13.9.1. an instruction from Controller infringes any Applicable Privacy Law; or
- 13.9.2. Processor is subject to legal requirements that would make it unlawful or otherwise impossible for the Processor to act according to Controller's instructions or to comply with Applicable Privacy Law.
- 13.10. The Processor shall provide within five (5) working days following the receipt of Controller's request a written record of the Processing of Personal Data by Processor on behalf of Controller. Such record shall include:
- 13.10.1. the name and contact details of the Processor's representative, and the data protection officer;
- 13.10.2. the categories of processing carried out;
- 13.10.3. where applicable, transfers of personal data to a third country outside the European Economic Area ("EEA") or an international organisation, including the identification of that third country or international organisation.
- 14. INTELLECTUAL PROPERTY RIGHTS**
- 14.1. All of the Customer's Intellectual Property Rights will remain the property of Customer or the relevant third parties. All Intellectual Property Rights in all Customer data supplied to AMS or produced by AMS in supplying the Services will remain vested in and be the property of Customer.
- 14.2. Customer hereby grants AMS the non-exclusive right to use, and to permit suppliers to use, the Customer's Intellectual Property Rights and the Customer Data free of charge to the extent reasonably required for the purposes of this Agreement and the provision of the Services.
- 14.3. Subject to alternative terms set out in the Order:
- 14.3.1. nothing in the Agreement will operate to transfer to the Customer or to grant to the Customer any licence or other right to use any of AMS's (or its Affiliates) Intellectual Property Rights except to the extent necessary for the Customer to use the Services for the purpose for which they are supplied;
- 14.3.2. the Intellectual Property Rights in any Deliverables are owned and shall remain owned by AMS, but the Customer is hereby granted a non-exclusive, non-transferable licence to copy and use such Deliverables for its own internal purposes only. The Deliverables may only be disclosed to third parties with AMS's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned); and
- 14.3.3. any Intellectual Property Rights which come into existence as a result of the performance by AMS (or its Affiliates) of the Services will be the property of AMS (or as appropriate the relevant Affiliate).
- 15. LIMITATION OF LIABILITY**
- 15.1. Nothing in this Agreement excludes or limits the liability of either Party (or its Affiliates) for:
- 15.1.1. fraud or fraudulent misrepresentation;
- 15.1.2. death or personal injury caused by AMS's (or its employees', agents' or sub-contractors') negligence; or
- 15.1.3. any other liability that cannot be limited or excluded at law.
- 15.2. Subject to clause 15.1, AMS (and its Affiliates) shall not be liable for any Claims or Losses arising from or in connection with any materials and/or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible or defective in any other way including failure to deliver or delay in delivering the Services or any other breach of the Agreement by AMS.
- 15.3. Subject to clause 15.1, the maximum aggregate liability of AMS arising out of or in connection with the Agreement, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including by negligence and also including under any indemnity, shall be limited to an amount equal to one hundred percent (100%) of the total aggregate Fees paid under the Agreement.
- 15.4. Subject to clause 15.1, neither Party shall be liable to the other for any:
- 15.4.1. indirect, consequential and/or special loss or damage;
- 15.4.2. loss of business;
- 15.4.3. loss of goodwill;
- 15.4.4. loss of profit (direct or indirect) and/or loss of revenue (direct or indirect); or
- 15.4.5. costs of recovering or reconstituting data, arising out of or in connection with the Agreement and/or the provision of the Services, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including by negligence.
- 15.5. The Order(s) may contain additional limits on and exclusions from AMS's liability which shall, subject to clause 15.1, apply as set out therein.
- 15.6. Subject to AMS's obligation to perform the Services with reasonable skill and care, and in accordance with the terms of the Agreement, the Customer accepts and acknowledges that all Services performed by AMS reflect the state of the Customer's systems, software, data, processes, infrastructure etc. (as relevant to the Services concerned) as at the date that the Services are provided, and that the nature of the Services means that any results provided may not be exhaustive.
- 15.7. Should a client of the Customer, or an Affiliate of the Customer suffer any Claims or Losses due to AMS's negligent provision of the Services, such claim will be made directly against AMS and will be subject to the terms of this Agreement, including the limitation of liability in this clause 15.

16. THIRD PARTY SOFTWARE

- 16.1. In providing the Services, the Customer acknowledges that AMS may need to use certain Third Party Software. The Customer acknowledges and agrees as follows:
- 16.1.1. No warranty is given by AMS in relation to the Third Party Software; and
- 16.1.2. The Customer shall (and shall procure that its Affiliates and/or any client of the Customer shall) at all times comply with the terms of any end user licence terms which may be required by the third party supplier (including but not limited to any end user terms which may be appended to the relevant Order) from time to time; and
- 16.1.3. The Customer shall indemnify, keep indemnified and hold harmless AMS, its Affiliates and its and their officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all Losses of whatever nature suffered, incurred or sustained by AMS (or its Affiliates) as a result of any Claims in connection with any breach of the end user licence terms which may be brought against AMS (or its Affiliates) by the owner/licensor of the Third Party Software. The indemnity given in this clause 16.1.3 shall survive termination of the Agreement.

17. INDEMNITY

- 17.1. Subject to clause 17.3, AMS shall indemnify the Customer for any losses, damages, liability, costs and expenses (including professional fees) incurred by it as a result of any action, demand or claim that the provision of the Services or Deliverables infringes the Intellectual Property Rights of any third party (an "IPR Claim").
- 17.2. In the event that the Customer receives notice of any IPR Claim, it shall:
- 17.2.1. notify AMS in writing as soon as reasonably practicable;
- 17.2.2. not make any admission of liability or agree any settlement or compromise of the Claim without the prior written consent of AMS (such consent not to be unreasonably withheld or delayed);
- 17.2.3. let AMS at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion provided that if AMS fails to conduct the Claim in a timely or proper manner the Customer may conduct the Claim at the expense of AMS;
- 17.2.4. take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim; and
- 17.2.5. provide AMS with all reasonable assistance in relation to the IPR Claim (at the Customer's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the Customer.
- 17.3. If any IPR Claim is made or is reasonably likely to be made, AMS may at its option:
- 17.3.1. procure for the Customer the right to continue receiving the relevant Services or using and possessing the relevant Deliverables; or
- 17.3.2. re-perform the infringing part of the Services or modify or replace the infringing part of the Deliverables so as to avoid the infringement or alleged infringement, provided the Services or Deliverables remain in conformance to the Specification.
- 17.4. AMS's obligations under clause 17.1 shall not apply to Deliverables modified or used by the Customer other than in accordance with this Agreement or AMS's reasonable written instructions.
- 17.5. In respect of any indemnity given by either party under this Agreement, the party which receives the benefit of the indemnity shall take all reasonable steps so as to reduce or mitigate the loss covered by the indemnity.

18. TERMINATION

- 18.1. **Termination Of Agreement For Convenience:** The Agreement may be terminated (in whole or in part) by AMS giving not less than 4 weeks' notice in writing to the Customer.
- 18.2. **Termination Of Orders:** Completion or termination of any Order under this Agreement shall not constitute termination of this Agreement. Each Order shall terminate upon the earlier of the termination date set out in the relevant Order (if any) or upon the termination date of this Agreement, unless agreed otherwise in writing, provided that, if the Parties agree that the term of an Order is to extend beyond the termination of this Agreement, the applicable terms of this Agreement shall extend automatically for such Order until such Order's termination or expiration date.
- 18.3. **Termination For Cause:** AMS may terminate this Agreement (in whole or in part) or any other agreement between us at any time by giving notice in writing to the Customer if:
- 18.3.1. the Customer commits a material breach of this Agreement and such breach is not remediable or the other party commits a material breach of this Agreement which is not remedied within 30 days of receiving written notice of such breach; or
- 18.3.2. any consent, licence or authorisation held by the other party is revoked or modified such that the other party is no longer able to comply with its obligations under this Agreement or receive any benefit to which it is entitled; or
- 18.3.3. You fail to pay on time any money that you owe to us (under this Agreement or any other agreement); or
- 18.3.4. You breach the terms of the Agreement.
- 18.4. **Termination For Insolvency:** Either party may terminate this Agreement at any time by giving notice in writing to the other party if that other party stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so; enters voluntary or compulsory liquidation; has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income; is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within [seven] days of that procedure being commenced; is subject to any events or circumstances analogous to those in set out in this clause.
- 18.5. **Consequence Of Termination:** On termination of this Agreement for any reason:
- 18.5.1. AMS shall promptly invoice the Customer for all Services performed but not yet invoiced and shall be promptly paid;

- 18.5.2. the parties shall within five Business Days return any materials of the other party then in its possession or control; and
- 18.5.3. all rights granted to the Customer under this Agreement or any Order shall immediately cease.

19. NON-SOLICITATION

- 19.1. The Customer shall not, during Term or for a period of 9 months from the date of termination, solicit or offer any inducement to work for the Customer to the Consultant or any employee of AMS (or any of AMS's Affiliates) with whom the Customer had contact during the performance of the Services.

20. ANTI-BRIBERY AND MODERN SLAVERY

- 20.1. Each party will comply with all applicable anti-bribery laws (including Bribery Act 2010) and neither party will offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act. Each party will comply with the Modern Slavery Act 2015.

21. CONFIDENTIAL INFORMATION

- 21.1. Each party undertakes that it shall keep any all Confidential Information confidential and that it shall not use or disclose the other party's Confidential Information to any person, except as permitted by clause 21.2.

- 21.2. A party may:

- 21.2.1. subject to clause 21.5, disclose any Confidential Information to any of its employees, officers, representatives or advisers ("Representatives") who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement, provided that such party ensures that each Representative to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with clause 21 as if it were a party;
- 21.2.2. disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction to be disclosed; and
- 21.2.3. Subject to clause 21.5, use Confidential Information only to perform any obligations under this Agreement.

- 21.3. Each party recognises that any breach or threatened breach of clause 21 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the parties agree that the non-defaulting party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

- 21.4. Clause 21 shall bind the parties during the Term and for a period of three years following termination of this Agreement.

22. GENERAL TERMS

- 22.1. **Customer Policies & Standards:** AMS and its Consultants will use reasonable endeavours to comply with policies and standards of the Customer relating to environmental and health and safety matters.

- 22.2. **Force majeure:** Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from a Force Majeure Event.

- 22.3. **Subcontracting:** AMS may subcontract any or all of its rights or obligations under the Agreement without the prior written consent of the Customer.

- 22.4. **Exclusivity:** Neither the Agreement nor any Order grants to the Customer any exclusivity for the purchase of Services from AMS. AMS shall have the right to sell the Services to other customers.

- 22.5. **Entire agreement:** The Agreement and each Order constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter. It is expressly agreed that any other conditions contained in any documentation issued by either party including (without limitation) any "shrink wrap" terms contained in any packaging, any "click-through" and/or "click-wrap" terms, and "browse wrap" terms or any standard terms and conditions referred to on the Customer's purchase order, website pages, or other documentation shall not form part of the Agreement, except to the extent that AMS otherwise agrees in writing.

- 22.6. **Notices:**

- 22.6.1. Any notice permitted or required under this Agreement will be given in writing and shall may be delivered either by hand, sent by first-class or airmail post or email. Any notice shall be deemed to be effectively served at the time of delivery if delivered by hand, three Business Days after posting within the US, or two Business Days otherwise if delivered by first-class or airmail post or the Business Day after the date of an email with no indication of failed delivery.
- 22.6.2. In cases where the Order(s) specify nominated representatives of the parties, all notices shall be addressed to such representatives.

- 22.7. **Announcements:** No announcement or other public disclosure concerning the Agreement or any of the matters contained in it shall be made by a party without the prior written consent of the other party.

- 22.8. **Further assurance:** The Customer shall at the request of AMS, and at the cost of the Customer, do all acts and execute all documents which are necessary to give full effect to the Agreement and each Order.

- 22.9. **Variation:** No variation of the Agreement or any Order shall be valid or effective unless it is in writing and signed by each party.

- 22.10. **Assignment:** The Customer may not assign, subcontract or encumber any right or obligation under the Agreement, in whole or in part, without AMS's prior written consent.

- 22.11. **Set off:** All sums that are owed to AMS shall be paid without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by Law.

- 22.12. **No partnership or agency:** The parties are independent businesses and the Agreement does not establish any joint venture, trust, fiduciary or other relationship between them.

- 22.13. **Severance:** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall 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 shall be deemed deleted.

- 22.14. **Waiver:** No failure or delay by either party in exercising any right or remedy provided by the Agreement or law shall operate as a waiver of that right or remedy.

- 22.15. **Compliance with law:** Each party shall comply and shall (at its own expense unless expressly agreed otherwise) ensure that in the performance of its duties under the Agreement, its employees, agents and representatives will comply with all applicable Law.

- 22.16. **Counterparts:** The Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and shall constitute one and the same agreement.

- 22.17. **Third party rights:** Except for the rights granted to the Customer's Affiliates under this Agreement, nothing in this Agreement confers or purports to confer on any third party any right to enforce any of its terms, including under the Contracts (Rights of Third Parties) Act 1999.

- 22.18. **Governing law:** This Agreement, and any disputes arising out of or related to it, will be governed exclusively by the applicable governing law below, based on the primary place of the AMS entity providing the Services (as set out on the Order) and without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. The courts located in the applicable venue below will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Agreement or its formation, interpretation or enforcement. Each party consents and submits to the exclusive jurisdiction of such courts.

Country or Territory	Governing Law	Jurisdiction and Venue
United States, Latin America or the Caribbean	State of New York, United States of America	United States District Court for the Southern District of New York
Canada	Province of Ontario, Canada	Courts of the Province of Ontario, Canada
Europe, Middle East, Africa, Asia (excluding China) or Oceania (excluding Australia)	Laws of England	English Courts
Australia	Laws of the State of Victoria	State and Federal Courts of Victoria
China	Laws of the People's Republic of China	Hong Kong International Arbitration Center

SCHEDULE 1: DEFINITIONS

The following definitions apply:

Affiliates	means in respect of a party any entity that directly or indirectly Controls or is Controlled by, or is under common Control with another entity;
AMS Software	means all computer programs and applications and related materials owned, licensed or used by AMS (excluding Customer Software and Third Party Software);
Applicable Privacy Law	means any applicable law relating to the processing, privacy and/or use of Personal Data in the location where the Personal Data is processed, as applicable to either party or the Services, including (but not limited to): the General Data Protection Regulation 9 EU) 2016/679, the Data Protection Act 2018; any laws which implement any such laws;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England;
Claim	means any action, claim, assertion, demand or proceeding;
Confidential Information	means any and all confidential information, including technical or other information imparted in confidence or disclosed by one party to the other or otherwise obtained by one party relating to the other's business, finance or technology, know-how, Intellectual Property Rights, assets, strategy, products and customers;
Consultant	means the individual(s) provided by AMS for the performance of the Services, whether they be an employee of AMS or a Third Party Contractor;
Control	means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and Controls and Controlled shall be interpreted accordingly OR has the meaning given in the Corporation Tax Act 2010, s 1124 and Controls and Controlled shall be interpreted accordingly;
Customer Data	means all data, information, and other materials in any form (including derivatives) relating to the Customer (and/or its customers) and which may be accessed, generated, collected, stored or transmitted by AMS (or any of AMS's contractors) in the course of the performance of the Services;
Customer Materials	means any Customer Software, Customer Data, documentation, reports, calculations, algorithms, methods, information and other materials created or supplied by the Customer;
Customer Software	means all computer programs and applications and related materials owned, licensed or used by the Customer in relation to the Services (excluding AMS Software and Third Party Software);
Deliverables	means all reports, documents, papers, and all other materials in whatever form, including hard copy and electronic form, prepared by AMS for the Customer in the provision of the Services;
Fees	means the fees and other amounts payable under this Agreement;
Force Majeure	means any event or sequence of events beyond a party's reasonable control and which prevents it from, or delays it in, performing its obligations under this Agreement including, but not limited to, (a) an act of God, fire, flood, drought, earthquake, windstorm or other natural disaster; (b) an act of any sovereign

	including law, or governmental order, rule, regulation or direction, judgment, order or decree; (c) epidemic or pandemic;
Foreground IPR	means the Intellectual Property Rights in the Deliverables created by AMS specifically for the Customer in the provision of the Services;
Intellectual Property Rights	means copyright, patents, rights in inventions, rights in AMS Software, confidential information, know-how, inventions, techniques, specifications, trade secrets, trade marks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, semi-conductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature;
Law	means any law, statute, regulation, by-law or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Services are provided to or in respect of;
Losses	means all losses, actions, direct loss, claims, demands, liabilities, costs, awards, fines, penalties, levies, expenses (including legal fees and other professional fees and expenses) and damages of any nature whatsoever and whether or not reasonably foreseeable or avoidable;

Personal Data	has the meaning given in the Applicable Privacy Law and includes the categories of data listed in the Order together with any additional such personal data to which the Processor has access to from time to time in the course of providing the Services under the Agreement
Services	means the services to be performed by AMS in accordance with the Agreement as described in each Order;
Statement of Work	means the document entitled "Statement of Work" or "Services Schedule" and which sets out the detailed activities, timetable, dependencies and sequence of events which AMS shall perform, or procure the performance of, when delivering the Services agreed between the parties and forming part of an Order;
Third Party Contractor	means a third party engaged by AMS to provide the Services to the Customer;
Third Party Software	means any software programs or applications belonging to a third party and not to AMS;
VAT	means value added tax, as defined by the Value Added Tax Act 1994.