



MASTER SERVICES AGREEMENT

between

T5 Digital Consulting Limited

and

[Insert Client name]

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CLAUSE

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SCHEDULE

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This agreement is dated [DATE]

2023

Parties

- (1) T5 Digital Consulting Ltd incorporated and registered in England and Wales with company number 12751980 whose registered office is at 1 Airedale Croft, Leeds LS13 1DS (**T5 Digital**)
- (2) [Insert Company Name] incorporated and registered in England and Wales with company number [Insert Number] whose registered office is at [Insert Registered Office Address] (**Client**)

BACKGROUND

- (A) T5 Digital is in the business of providing the Available Services.
- (B) The Client wishes to obtain and T5 Digital wishes to provide the Available Services on the terms set out in this agreement.

Agreed terms

1. Interpretation

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

Affiliate: in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.

Applicable Data Protection Laws: means:

- 1a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- 1b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which T5 Digital is subject, which relates to the protection of personal data.

Applicable Laws: all applicable laws, statutes, regulation from time to time in force.

Available Services: the agile, digital transformation consultancy services and managed engineering services provided by T5 Digital to the Client, more specifically set out in a Statement of Work.

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

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Change Request: has the meaning given in 7.1.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010 and **controls, controlled** 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 Works 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 T5 Digital in connection with the Works, including the items provided pursuant to 5.1(e).

Client Personal Data: any personal data which T5 Digital processes in connection with this agreement, in the capacity of a processor on behalf of the Client.

Deliverables: any output of the Works to be provided by T5 Digital to the Client as specified in a Statement of Work and any other documents, products and materials provided by T5 Digital to the Client in relation to the Works (excluding T5 Digital's Equipment).

EU GDPR: means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

Group: in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a **member of the Group**.

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.

Milestone: the estimated dates by which a part or all of the Works are aiming to be completed, as set out in a Statement of Work.

Statement of Work Price: the sums payable for the Works as set out in a Statement of Work.

Statement of Work: a detailed plan, agreed in accordance with 3, describing the services to be provided by T5 Digital, the timetable for their performance and the related matters listed in the template statement of work set out in Schedule 1.

T5 Digital's Equipment: any equipment, including tools, systems (to include T5 Digital's systems and any third party systems which T5 Digital makes available to the Client for the purpose of providing the Works), cabling or facilities, provided by T5 Digital to the Client and used directly or indirectly in the supply of the Works, 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.

T5 Digital Personal Data: any personal data that T5 Digital processes in connection with this agreement, in the capacity of a controller.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

VAT: value added tax chargeable in the UK.

Works: the Available Services which are provided by T5 Digital set out in a Statement of Work.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 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.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- 1.7 This agreement shall be binding on, and enure 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.
- 1.8 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to **writing** or **written** includes fax and email.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 A reference to **this agreement** or to any other agreement or document is a reference to this agreement or such other agreement or document, in each case as varied or novated from time to time.
- 1.12 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.

2. Commencement and duration

- 2.1 This agreement shall commence on the date when it has been signed by all the parties and shall continue, unless terminated earlier in accordance with 15 (Termination), until either party gives to the other party not less than thirty (30) days' written notice to terminate. Such notice may be served at any time by either party and shall expire on the completion of all Statements of Work entered into before the date on which it is served.
- 2.2 If there are no uncompleted Statements of Work as at the date notice to terminate is served under 2.1 such notice shall terminate this agreement with immediate effect.
- 2.3 The parties shall not enter into any further Statements of Work after the date on which notice to terminate is served under 2.1.
- 2.4 The Client may procure any of the Available Services by agreeing a Statement of Work with T5 Digital pursuant to 3 (Statements of Work).
- 2.5 T5 Digital shall provide the Works from the date specified in the relevant Statement of Work.

3. Statements of Work

- 3.1 Each Statement of Work shall be agreed in the following manner:
 - (a) the Client shall ask T5 Digital to provide any or all of the Available Services and provide T5 Digital with as much information as T5 Digital reasonably requests in order to prepare a draft Statement of Work for the Available Services requested;
 - (b) following receipt of the information requested from the Client, T5 Digital shall, as soon as reasonably practicable either:
 - (i) inform the Client that it declines to provide the requested Available Services; or
 - (ii) provide the Client with a draft Statement of Work.
 - (c) if T5 Digital provides the Client with a draft Statement of Work pursuant to 3.1(b)(ii), T5 Digital and the Client shall discuss and agree that draft Statement of Work; and
 - (d) both parties shall sign the draft Statement of Work when it is agreed.
- 3.2 Unless otherwise agreed, the Statement of Work Price shall be calculated in accordance with the Reference Charges.
- 3.3 Once a Statement of Work has been agreed and signed in accordance with 3.1(d), no amendment shall be made to it except in accordance with 7 (Change control) or 19 (Variation).
- 3.4 Each Statement of Work shall be part of this agreement and shall not form a separate contract to it.

4. T5 Digital's responsibilities

- 4.1 T5 Digital shall use reasonable endeavours to provide the Works, and deliver the Deliverables to the Client, in accordance with a Statement of Work in all material respects.
- 4.2 T5 Digital shall use reasonable endeavours to meet any performance dates or the Milestones specified in a Statement of Work but any such dates shall be estimates only and time for performance by T5 Digital shall not be of the essence of this agreement.
- 4.3 T5 Digital shall use reasonable endeavours to observe all health and safety and security requirements that apply at any of the Client's premises and that have been communicated to it under 5.1(f), 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.
- 4.4 In order to ensure that the Works meet the standards set out in this Agreement or a Statement of Work, T5 Digital shall ensure that all persons who provide the Available Services are provided with such training and information as is appropriate and necessary to perform the Works.
- 4.5 T5 Digital shall maintain in force the following insurance policies with reputable insurance companies:
 - (a) public and product liability insurance with a limit of at least £1 million for claims arising from a single event or series of related events in a single calendar year; and
 - (b) professional indemnity insurance with a limit of at least £1 million for claims arising from a single event or series of related events in a single calendar year.

5. Client's obligations

- 5.1 The Client shall:
 - (a) co-operate with T5 Digital in all matters relating to the Works;
 - (b) appoint a manager in respect of the Works to be performed under each Statement of Work. That person shall have authority to contractually bind the Client on all matters relating to the relevant Works (including by signing Change Requests);
 - (c) attend review meetings from time to time when so requested by T5 Digital;
 - (d) provide, for T5 Digital, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as reasonably required by T5 Digital including any such access as is specified in a Statement of Work;
 - (e) provide to T5 Digital 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 T5 Digital in connection with the Works and ensure that they are accurate and complete in all material respects;

- (f) inform and keep T5 Digital informed on a continuing basis, of all health and safety and security requirements that apply at any of the Client's premises;
- (g) 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 Works;
- (h) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable T5 Digital to provide the Works, including in relation to the installation of T5 Digital'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 Works are to start;
- (i) keep, maintain and insure T5 Digital's Equipment in accordance with T5 Digital's instructions from time to time and not dispose of or use T5 Digital's Equipment other than in accordance with T5 Digital's written instructions or authorisation; and
- (j) comply with any additional responsibilities of the Client as set out in the relevant Statement of Work.

5.2 If T5 Digital'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, T5 Digital shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.

6. Personnel

6.1 Neither party shall, without the prior written consent of the other, at any time from the date on which any Works commence to the expiry of 12 months after the completion of such Works, solicit or entice away from the other party or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the other party in the provision of such Works.

6.2 The Client shall indemnify T5 Digital against all liabilities, costs, expenses, damages and losses (including but not limited to any direct or indirect losses and all interest, penalties and reasonable legal costs and all other reasonable professional costs and expenses) suffered or incurred by T5 Digital arising out of or in connection with the Client's breach of clause 6.1.

6.3 T5 Digital acknowledges to the Client that there is no intention on the part of T5 Digital, any consultants or subcontractors or the Client to create an employment relationship between any of those parties and that the responsibility of complying with all statutory and legal requirements relating to the consultants or subcontractors, (including but not limited to the payment of taxation, maternity payments and statutory sick pay) shall fall upon and be discharged wholly and exclusively by T5 Digital. In the event that any person should seek to establish any liability or obligation upon the Client on the grounds that any of its consultants or subcontractors are an employee of the Client, T5 Digital shall upon demand indemnify the Client and keep them indemnified in respect of any such liability or obligation and any related proper

and reasonable costs expenses or other losses which the Client shall properly incur as a direct result of such liability.

- 6.4 T5 Digital has the right, at its own expense, to enlist additional or substitute Consultants in the provision of the Works or may, sub-contract all or part of the Works, provided that T5 Digital provides details, whenever requested to do so, of the substitute or sub-contractor ahead of the planned substitution and subject to the Client being reasonably satisfied that such additional Consultants or any such sub-contractor has the required skills, qualifications, resources and personnel to provide the Works to the required standard.
- 6.5 Where T5 Digital provides a substitute or sub-contracts all or part of the Works pursuant to Clause 6.4 above, T5 Digital shall be responsible for paying the substitute or sub-contractor and shall ensure that any agreement between T5 Digital and any such substitute or sub-contractor shall contain obligations which correspond to the obligations of T5 Digital under the terms of this Agreement.
- 6.6 T5 Digital shall remain responsible for the acts or omissions of any such substitute or sub-contractor.
- 6.7 T5 Digital shall take all reasonable steps to avoid any unplanned changes of Consultant assigned to the performance of the Works but if T5 Digital is unable for any reason to perform the Works T5 Digital should inform the Client as soon as reasonably practicable on the first day of unavailability and in such case shall provide a substitute subject to the provisions of Clause 6.4.

7. Change control

- 7.1 Either party may propose changes to the scope or execution of the Works but no proposed changes shall come into effect until a relevant **Change Request** has been signed by both parties. The proforma Change Request is set out in Schedule 2.
- 7.2 The party preparing the Change Request, shall inform the other party of the changes it wishes to make. Once finalised, the party who prepared the Change Request shall arrange to discuss the same with the other party.
- 7.3 If the parties:
 - (a) agree to a Change Request, they shall sign it and that Change Request shall amend the relevant Statement of Work; or
 - (b) are unable to agree a Change Request, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in 29 (Multi-tiered dispute resolution procedure).
- 7.4 T5 Digital may charge for the time it spends on preparing and negotiating Change Request which implement changes proposed by the Client pursuant to 7.1.

8. Charges and payment

- 8.1 In consideration of the provision of the Works by T5 Digital, the Client shall pay the Statement of Work Price.
- 8.2 The Statement of Work Price is calculated on a time and materials basis:
- (a) T5 Digital's daily fee rates for each individual person as set out in the Statement of Work are calculated on the basis of a seven-hour day, worked during Business Hours; and
 - (b) T5 Digital shall be entitled to charge overtime at the rate of its half day or full day fee rate provided to the Client for any time worked by individuals whom it engages on the Works outside Business Hours.
- 8.3 The Statement of Work Price exclude the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom T5 Digital engages in connection with the Works, which shall be payable by the Client monthly in arrears, following submission of an appropriate invoice.
- 8.4 The Client shall pay each invoice submitted to it by T5 Digital within 30 days of receipt to a bank account detailed on the invoice.
- 8.5 All invoices should be emailed to **[insert clients accounts payable email address]**
- 8.6 T5 Digital shall invoice the Client monthly in arrears for all Works performed during that month.
- 8.7 T5 Digital shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of any individual engaged or employed by it in respect of the Works and shall indemnify the Client in respect of any such taxes and charges for which the Client is or becomes responsible in relation to those individuals and the Works.
- 8.8 Without prejudice to any other right or remedy that it may have, if the Client fails to pay T5 Digital any sum due under this agreement on the due date:
- (a) 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
 - (b) T5 Digital may suspend part or all of the Works until payment has been made in full.
- 8.9 All sums payable to T5 Digital under this agreement:
- (a) 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

- (b) 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).

9. Intellectual property rights

9.1 In relation to the Deliverables:

- (a) T5 Digital assigns to the Client, with full title guarantee and free from all third party rights, save in respect of any third party software as detailed in clause 9.5 and any open source software, the Intellectual Property Rights in the Deliverables, upon payment of the Deliverables, together with the right to sue for and recover damages or other relief in respect of infringement of the Intellectual Property Rights.
- (b) T5 Digital grants the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify any training or coaching materials produced by T5 Digital (excluding the Client Materials) for the purpose of receiving and using the Works and the Deliverables in its business; and
- (c) the Client may sub-license the rights granted in 9.1(b):
 - (i) to its Affiliates and Clients; and
 - (ii) subject to their entering into appropriate confidentiality undertakings, to third parties for the purpose of the Client's receipt of services similar to the Works.

9.2 In relation to the Client Materials, the Client:

- (a) and its licensors shall retain ownership of all IPRs in the Client Materials; and
- (b) grants to T5 Digital a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of this agreement for the purpose of providing the Works to the Client.

9.3 T5 Digital shall, promptly at the Client's request, do (or procure the doing of) all such further acts and things and execute (or procure the execution of) all such other documents as the Client may from time to time require for the purpose of securing for the Client the full benefit of all rights, title and interest in and to the Intellectual Property Rights in the Deliverables.

9.4 T5 Digital shall obtain waivers of any moral rights in the Deliverables to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provision in any jurisdiction. Such waivers shall be in favour of the Client and its licensees and sub-licensees in title to the Deliverables.

9.5 Unless expressly provided to the contrary in the relevant Statement of Work, the Client is to obtain on its own account any licence to the Intellectual Property Rights of any third party where T5 Digital identifies or recommends (explaining the reasons in reasonable detail why it would be advisable in T5 Digital's opinion) that the Client obtain additional software or upgrades or updates its current software in order for T5 Digital to provide the Services and/or produce any

Deliverables and the Client chooses to follow T5 Digital's advice. Notwithstanding any other provision of this Agreement or any Statement of Work, T5 Digital shall have no liability to the Client for any third party software which the Client licences in accordance with this Clause 9.5 or otherwise.

9.6 T5 Digital:

- (a) warrants that the receipt, use and onward supply of the Works and the Deliverables by the Client and its permitted sub-licensees shall not infringe the rights, including any Intellectual Property Rights, of any third party;
- (b) shall, subject to 14.6, indemnify the Client against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all other reasonable professional costs and expenses) suffered or incurred or paid by the Client arising out of or in connection with any claim brought against the Client for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or onward supply of the Works and Deliverables.
- (c) shall not be in breach of the warranty at 9.6(a), and the Client shall have no claim under the indemnity at 9.6(b) to the extent the infringement arises from:
 - (i) the use of Client Materials in the development of, or the inclusion of the Client Materials in, the Works or any Deliverable;
 - (ii) any modification of the Works or any Deliverable, other than by or on behalf of T5 Digital; and
 - (iii) compliance with the Client's specifications or instructions, where infringement could not have been avoided while complying with such specifications or instructions and provided that T5 Digital shall notify the Client if it knows or suspects that compliance with such specification or instruction may result in infringement.

9.7 The Client:

- (a) warrants that the receipt and use in the performance of this agreement by T5 Digital, its agents, subcontractors or consultants of the Client Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
- (b) shall indemnify T5 Digital against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred or paid by T5 Digital arising out of or in connection with any claim brought against T5 Digital, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this agreement of the Client Materials.

9.8 If either party (**Indemnifying Party**) is required to indemnify the other party (**Indemnified Party**) under this 9, the Indemnified Party shall:

- (a) notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at 9.6(b) or 9.7(b) (as applicable) (**IPRs Claim**);
- (b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
- (c) provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
- (d) not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

10. Compliance with laws and policies

10.1 The parties shall:

- (a) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
- (b) comply with the other party's Anti-Bribery Policy, as the same may be updated from time to time ("**Bribery Policies**");
- (c) have and maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and Bribery Policies and will enforce them where appropriate; and
- (d) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by a party in connection with the performance of this Agreement.

10.2 For the purpose of this Clause 10 the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act) and section 8 of that Act respectively.

10.3 Changes to the Works required as a result of changes to the Applicable Laws shall be agreed via the change control procedure set out in clause 7 (Change control).

11. Data protection

- 11.1 For the purposes of this 11, the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.
- 11.2 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 11.3 The parties have determined that, for the purposes of Applicable Data Protection Laws:
- (a) T5 Digital shall process the Client Personal Data as processor on behalf of the Client; and
 - (b) T5 Digital shall act as controller of the T5 Digital Personal Data.
- 11.4 Should the determination in 11.3 change, the parties shall use all reasonable endeavours to make any changes that are necessary to this 11.
- 11.5 Without prejudice to the generality of 11.2, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of T5 Digital Personal Data and Client Personal Data to T5 Digital for the duration and purposes of this agreement.
- 11.6 In relation to the Client Personal Data, the parties shall agree the scope, nature and purpose of processing by T5 Digital, the duration of the processing and the types of personal data and categories of data subject.
- 11.7 Without prejudice to the generality of 11.2, T5 Digital shall, in relation to Client Personal Data:
- (a) process that Client Personal Data only on the documented instructions of the Client, which shall be to process the Client Personal Data unless T5 Digital is required by Applicable Laws to otherwise process that Client Personal Data (**Purpose**). Where T5 Digital is relying on Applicable Laws as the basis for processing Client Processor Data, T5 Digital shall notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Client on important grounds of public interest. T5 Digital shall inform the Client if, in the opinion of T5 Digital, the instructions of the Client infringe Applicable Data Protection Laws;
 - (b) implement technical and organisational measures to protect against unauthorised or unlawful processing of Client Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data, which the Client has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

- (c) ensure that any personnel engaged and authorised by T5 Digital to process Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- (d) assist the Client insofar as this is possible (taking into account the nature of the processing and the information available to T5 Digital), and at the Client's cost and written request, in responding to any request from a data subject and in ensuring the Client's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) notify the Client without undue delay on becoming aware of a personal data breach involving the Client Personal Data;
- (f) at the written direction of the Client, delete or return Client Personal Data and copies thereof to the Client on termination of the agreement unless T5 Digital is required by Applicable Law to continue to process that Client Personal Data. For the purposes of this 11.7(f) Client Personal Data shall be considered deleted where it is put beyond further use by T5 Digital; and
- (g) maintain records to demonstrate its compliance with this 11, and allow for reasonable audits (to be conducted no more than once in any 12 month period) by the Client or the Client's designated auditor, for this purpose, on reasonable written notice, at the cost of the Client.

11.8 The Client provides its prior, general authorisation for T5 Digital to:

- (a) appoint processors to process the Client Personal Data, provided that T5 Digital:
 - (i) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on T5 Digital in this 11;
 - (ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of T5 Digital; and
 - (iii) shall inform the Client of any intended changes concerning the addition or replacement of the processors, thereby giving the Client the opportunity to object to such changes provided that if the Client objects to the changes and cannot demonstrate, to T5 Digital's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Client shall indemnify T5 Digital for any losses, damages, costs (including legal fees) and expenses suffered by T5 Digital in accommodating the objection.
- (b) transfer Client Personal Data outside of the UK as required for the Purpose, provided that T5 Digital shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Client shall promptly comply with any reasonable request of T5 Digital, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the

EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).

- 11.9 Either party may, at any time on not less than 30 days' notice, revise this 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

12. Confidentiality

- 12.1 Each party undertakes that it shall not at any time during this agreement, and for a period of two years after termination or expiry of this agreement, disclose to any person any confidential information concerning the business, affairs, Clients, clients or T5 Digitals of the other party or of any member of the group of companies to which the other party belongs, except as permitted by 12.2(a).

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

- (a) to its employees, officers, representatives, contractors, subcontractors 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, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this 12; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 12.3 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.

13. Business Continuity and Information Security

- 13.1 T5 Digital shall take all reasonable precautions to avoid any disruptions to the performance of the Works and it shall have in place a written business continuity plan documenting the procedures to be followed to avoid the interruption of the Works.

- 13.2 T5 Digital shall use reasonable endeavours to ensure that any computer equipment and associated software it uses for the purposes of providing the Works contains anti-virus protection with the latest released upgrade from time to time.

14. Limitation of liability

- 14.1 References to liability in this 14 (Limitation of liability) include every kind of liability arising under or in connection with this agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

- 14.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 14.3 Nothing in this 14 shall limit the Client's payment obligations under this agreement.
- 14.4 Nothing in this agreement shall limit the Client's liability under 9.7 (IPR indemnities).
- 14.5 Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 14.6 Subject to 14.2 (no limitations in respect of deliberate default) and 14.5 (liabilities which cannot legally be limited), a party's total aggregate liability to the other party in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Charges paid to T5 Digital by the Client in the 12 month period immediately preceding the date on which the claim arose.
- 14.7 Subject to 14.2 (No limitations in respect of deliberate default), 14.3 (No limitation on the Client's payment obligations), 14.4 (liability under identified clauses) and 14.5 (Liabilities which cannot legally be limited), this 14.7 specifies the types of losses that are excluded:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) indirect or consequential loss.
- 14.8 Unless the Client notifies T5 Digital that it intends to make a claim in respect of an event within the notice period, T5 Digital shall have no liability for that event. The 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 and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

15. Termination

15.1 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:

- (a) the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (b) 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;
- (c) 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;
- (d) 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;
- (e) the other party applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;
- (f) 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);
- (g) 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, partnership or limited liability partnership);
- (h) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (i) 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;
- (j) 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;
- (k) 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 15.1(c) to 15.1(j) (inclusive);

- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (m) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

15.2 Without affecting any other right or remedy available to it, T5 Digital may terminate this agreement with immediate effect by giving written notice to the Client if:

- (a) 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; or
- (b) there is a change of Control of the Client.

16. Obligations on termination and survival

16.1 Obligations on termination or expiry

On termination or expiry of this agreement:

- (a) the Client shall immediately pay to T5 Digital all of T5 Digital's outstanding unpaid invoices and interest and, in respect of the Works supplied but for which no invoice has been submitted, T5 Digital may submit an invoice, which shall be payable immediately on receipt;
- (b) the Client shall, return all of T5 Digital's Equipment. If the Client fails to do so, then T5 Digital may enter the Client's premises and take possession of T5 Digital's Equipment. Until T5 Digital's Equipment has been returned or repossessed, the Client shall be solely responsible for its safe keeping; and
- (c) T5 Digital shall on request return any of the Client Materials not used up in the provision of the Works.

16.2 Survival

- (a) On termination or expiry of this agreement, all existing Statements of Work shall terminate automatically.
- (b) 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.
- (c) 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.

17. Force majeure

- 17.1 Neither party shall be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 3 months, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

18. Assignment and other dealings

- 18.1 Subject to clause 18.2, neither party may 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 without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 18.2 Either party may, assign or subcontract any or all of its rights and obligations under this agreement to a member of its Group for so long as that company remains a member of its Group.

19. Variation

Subject to 7 (Change control), no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20. Waiver

- 20.1 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.
- 20.2 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.

21. Rights and remedies

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

22. Severance

- 22.1 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.
- 22.2 If any provision or part-provision of this agreement is deemed deleted under 22.1 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.

23. Entire agreement

- 23.1 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.
- 23.2 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 based on any statement in this agreement.

24. Conflict

If there is an inconsistency between any of the provisions of this agreement and the provisions of the Schedules, the provisions of this agreement shall prevail.

25. No partnership or agency

- 25.1 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.
- 25.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

26. Third party rights

- 26.1 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.

27. Notices

- 27.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) 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
- (b) sent by fax to its main fax number; or
- (c) sent by email to the following addresses:

T5 Digital – notices@t5digital.com

the Client - [insert email address].

27.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting; or
- (c) if sent by fax or 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 27.2(c), 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.

27.3 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.

28. Counterparts

28.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

29. Multi-tiered dispute resolution procedure

29.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Account Manager of the Client and the Account Manager of T5 Digital shall attempt in good faith to resolve the Dispute;
- (b) if the Account Manager of the Client and the Account Manager of T5 Digital are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to a director of the Client and a director of T5 Digital who shall attempt in good faith to resolve it; and
- (c) if a director of the Client and a director of T5 Digital are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt

to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 20 days after the date of the ADR notice.

No party may commence any court proceedings under 31 in relation to the whole or part of the Dispute until 30 days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

- 29.2 If the Dispute is not resolved within 30 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 30 days, or the mediation terminates before the expiration of the said period of 30 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with 31.

30. Governing law

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.

31. Jurisdiction

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.

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Template Statement of Work

T5 Digital Statement of Work

This Statement of Work dated < **SOW date** > is entered into by < **The Client** > and T5 Digital in accordance with the Master Services Agreement dated <Agreement Date > (the “**Agreement**”). Unless otherwise expressly stated, all defined terms in the Agreement shall apply to this SOW.

| | |
|---------------------|-----|
| SOW Reference: | < > |
| Start Date: | < > |
| Estimated End Date: | < > |
| Project: | < > |

Statement of Work Overview

< details of the Project to be included >

Works - Services and Responsibilities

T5 Digital will provide the following:

< details of the services to be provided by T5 Digital>

Milestones

The parties will work towards the following Milestones:

| Milestone Title | Milestone Description | Milestone Date (if applicable) |
|-----------------|-----------------------|-----------------------------------|
| | | |
| | | |
| | | |
| | | |

Client Responsibilities

The Client agrees that it will undertake the responsibilities specified in accordance with Clause 5 of the Agreement and that the following additional terms shall apply to this Statement of Work:

In addition;

< Details to be included if applicable >

[to include details of any Client Materials or Client Equipment to be provided]

Client Assumptions

The following assumptions shall apply to this Statement of Work. In the event that any of these assumptions are not correct then it may cause delays and impact on achievement of the Milestones and/or any other timescales either provided by the Client or agreed between the Parties.

< Details to be included if applicable >

Client Dependencies

The following dependencies shall apply to the provision of the Works under this Statement of Work and are the responsibility of the Client. The parties acknowledge that the Works and the achievement of any Milestones and/or any other timescales provided by the Client or agreed by the Parties, may be delayed by any sub-standard performance, changes to, delays to, disruption or unavailability of the client dependencies.

The dependencies below are believed to be the possible client dependencies during the duration of this Statement of Work. The actual client dependencies will be identified and tracked by the parties.

< Details to be included if applicable >

Statement of Work Price

T5 Digital will provide the following consultants (the “**Consultants**”) on a time and materials basis:

| No of Days | Description | Unit Price | VAT | Amount GBP |
|----------------------|-------------|------------|-----|------------|
| < > | <Role > | £< > | 20% | £< > |
| < > | <Role > | £< > | 20% | £< > |
| | | | | |
| Subtotal | | | | £< > |
| TOTAL VAT 20% | | | | £< > |
| Total GBP | | | | £< > |

Expenses

The Client will reimburse T5 Digital for all expenses incurred for the Consultant(s) in accordance with the Client's Expenses Policy as provided to T5 Digital.

Working location

The Consultants will be based at their respective home offices. The Consultants may be occasionally required to travel to the Client's offices when it is agreed by both Parties that it is necessary.

Terms and Conditions

1. The Services being provided by T5 Digital under this SOW shall follow the T5 Agile Framework as set out in Schedule 3 of the Agreement with all Supplier Services being provided on a time and materials basis.
2. In the event that it is not signed, this SOW shall expire 15 days after the SOW Date.

Signed on behalf of:

[Insert name of the Client]

Name

Signature

Date

Signed on behalf of:

T5 Digital Consulting Ltd

Name

Signature

Date

Schedule 2 Change Request Form

T5 Digital

Change Request Form

Change Request

| | |
|--------------------|----------|
| Change Request No: | Client: |
| Date raised: | Project: |
| Raised by: | SOW Ref: |

Change Details

| |
|---------------------|
| Change Description: |
| Change Reason: |
| Change to Scope: |
| Proposed timeline: |
| Change to Workers: |

Change to SOW price:

Proposed actions:

Change Commencement Date:

Change Approval

Signed on behalf of:

[Insert name of client]

Name

Signature

Date

Signed on behalf of:

T5 Digital Consulting Ltd

Name

Signature

Date

Schedule 3 Agile Framework

This is the T5 Agile Framework. It's our approach to Agile development including Delivery Approach and Software Development Life Cycle (SDLC).

The T5 Agile Framework is a continuous improvement process, designed to accelerate the development of software and ensure efficient and effective Agile working practices.

T5 Digital has experience of implementing Scrum, Lean Kanban, Scrumban, Agile at Scale and blended Agile delivery methodologies and methods.

We implement the following as a basic roll-out of the T5 Agile Framework:

Delivery Approach:

- **Discovery** - A phase to determine the business needs and objectives of a Project. Outcomes include a draft plan for tooling, tech stack and team/s that are required for the next stages. Project governance is explored and agreed, including the desired release cadence and release frameworks/procedures that may be necessary.
- **Inception / Alpha** - A phase to kick off a Project and set up the 1st increment (walking skeleton) of the Product or Service (the Alpha). This phase explores and validates the user needs of the Product/Service and technical approach, surfacing non-functional requirements and setting up ways of working, environments and CI delivery pipelines. This phase includes planning and estimation, resulting in a roadmap for the following build phase.
- **MVP** - the iterative development phase to build out MVP functionality as defined in the roadmap.
- **Live** - the live operation of the new Product/Service. New functionality is developed both iteratively and incrementally.

SDLC:

- We are methodology agnostic and will assess and recommend the best method or blend of methods to suit the client's needs. An example of a blended Agile approach that we have extensive experience of is Scrumban.
- Scrumban incorporates the features of the Scrum framework, such as daily standups, planning, retrospectives and reviews/demos alongside the use of Kanban to visualise and track the development tasks into a continuous improvement process.
- **Planning and Analysis**
 - With Scrumban the Scrum fortnightly cadence of planning is accelerated to become a weekly practice at minimum, in order to facilitate the most effective and efficient ways of working.
 - We embed a '3 Amigos' approach to analysis and planning to ensure that team members are involved in the process in order to avoid delays and ambiguity in hand-offs.
 - Test Analysis is shifted left to facilitate test automation, prevention of defects and successful capture of Acceptance Criteria.

- Each week the visibility of plans, roadmaps and project updates are communicated openly to establish good governance and transparency.
- **Development and Testing**
 - We encourage DevOps teams to build, deploy and maintain the services they develop in order to create a culture of autonomy and accountability.
 - We factor non-functional requirements into the acceptance criteria of all development stories/tasks to ensure that maintainability, security and performance metrics are fully integrated into everything the team develops.
 - Testing is an integrated part of implementation. The whole team is responsible for ensuring quality, allowing test specialists to provide strategy and give assurance that comprehensive test coverage is in place.
 - Teams conduct daily standup meetings and track their progress on a Kanban board making use of WIP limits and queues to drive the efficient flow of work.
- **Retrospectives** allow for frequent reflection. This enables teams to focus on their use of tools and processes and forms a key part of the continuous improvement process.
- **Reviews/demos/show and tells** provide fortnightly checkpoints to ensure progress is being made and quality measures are being implemented. It enables teams to validate that the development of the Product/Service is still in line with the client's objectives and are meeting user needs. It allows multiple teams to align and gain visibility.
- **Monthly checkpoints** a "Monthly Supplier Service Meeting" is provided to review progress against objectives and to share and agree the roadmap as part of the ongoing process.
- **Communities of Practice** allow specialist team members, who operate in multidisciplinary teams outside of their functional silos, to regularly align with their peers to share knowledge, best practices and implement improvements.

We believe that Agile is a collaborative approach that promotes visibility and drives open, honest transparency and partnership.

Signed by a director for and on
behalf of T5 Digital Consulting Ltd

.....

Director

Signed by a director for and on
behalf of [Insert Name of Client]

.....

Director