



Master Services Agreement

G-CLOUD 14 Services

Areteans Technology Solutions UK Ltd
Supplier

Master Services Agreement (“MSA”) dated <Date of MSA>

Parties: <CustomerName> a company incorporated in <CountryName> under company registration number <CompanyRegNo> whose registered office address is <CompanyAddress> and its Affiliates from time to time (“**Customer**”); and

Areteans Technology Solutions UK Ltd a company incorporated in England & Wales under company registration number 11268741 which has its registered office at Bankside 3, 90 - 100 Southwark Street, London, England, SE1 0SW, (“**Supplier**”),

hereinafter each separately referred to as the “**Party**” and jointly as the “**Parties**”.

Background:

- A The Customer is engaged in <detail the customer business>. The Customer now wishes to appoint the Supplier to provide the Services (as defined below), subject to the terms and conditions set out in this Agreement (as defined below).
- B The Supplier is engaged in the business of providing technology solution, implementation consulting and support services and wishes to enter this Agreement to provide the Services subject to the terms and conditions set out in this Agreement.
- C This Agreement contains the terms and conditions on which the Supplier will provide the Services to Customer.
- D Where the Customer wishes the Supplier to perform new or additional services under this Agreement, the Parties will mutually agree upon, complete, and execute a relevant Statement of Work in line with the template attached to this Agreement as Schedule 1. Each Statement of Work will be subject to the terms and conditions of this Agreement. Any variations to the Statement of Work will be executed via a Change Control Notice in line with the template attached to this Agreement as Schedule 2.

Now thereafter, the Parties have agreed upon the following:

This Agreement together with the terms of any Statement of Work shall apply to any Services provided to the Customer by the Supplier.

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, the following expressions shall, unless the context otherwise requires, have the following meanings:

“Affiliate”	means, in respect of a Party, any foreign or domestic company, corporation, association, trust, partnership or business (whether or not having a separate legal personality) directly or indirectly controlling, controlled by or under common control with that Party;
“Agreement”	means these terms and conditions together with the terms of the Purchase Order;
“Customer”	means <CompanyName> a company incorporated in <CountryName> under company registration number <CompanyRegNo> whose registered office address is <CompanyAddress> and its Affiliates from time to time;
“Confidential Information”	means all information (whether written, oral or in electronic form) concerning the business and affairs of a Party (including information and Personal Data concerning that Party’s customers, suppliers, and employees) that the other Party obtains or receives as a result of the discussions leading up to or the entering into or the performance of this Agreement;
“Data”	means all data, images, information and messages in whatever form and howsoever recorded, processed or transmitted via the Supplier’s Systems, and whether transmitted to or from the Customer and all data, images, information and messages in connection with the provision of the Services either provided to the Supplier by the Customer or created by the Supplier from information or documents received by it in the course of providing the Services;
“Data Protection Legislation”	all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the United Kingdom including the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, (ii) the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and (iii) the guidance and codes of practice issued by the Information Commissioner or other relevant data protection or supervisory authority and applicable to the Supplier and / or the Customer;
“Data Transfer Agreement”	means the Information Commissioner’s Office’s International Data Transfer Agreement for the transfer of personal data from the UK and / or the Information Commissioner’s Office’s International Data Transfer Addendum to the standard contractual clauses for the transfer of Personal Data to third countries approved by the European Commission or such other agreement for the transfer of Personal Data as the Customer may approve;
“Intellectual Property Rights”	means all intellectual property rights, including patents, utility models, trade and service marks, trade names, domain names, right in designs, copyrights including the right to modify and transfer the rights to a third party, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these rights to apply for the same and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;
“Modern Slavery Act 2015 Policy”	means the Customer’s anti-slavery policy provided to the Supplier and as amended by notification to the Supplier from time to time;

“Purchase Order”	means any purchase order issued by the Customer to the Supplier for the provision of Services;
“Restricted Person or Entity”	means a person or entity that is: (a) listed on, or owned or controlled by a person listed on any Sanctions List; (b) located in, incorporated under the laws of, or owned or controlled by, or acting on behalf of, a person located in or organised under the laws of a country or territory that is the target of country-wide Sanctions; or (c) otherwise a target of Sanctions;
“Resolution”	means (i) any Resolution Insolvency Event and/or (ii) the exercise of any Resolution /authority of Resolution Powers under or pursuant to any law or any instrument created under or pursuant to any law, in respect of the Customer and/or one or more of the Customer’s Affiliates, including taking actions which result in: (a) the Resolution Target ceasing to be an Affiliate of the Customer; (b) a change of management or oversight of the operations of a Resolution Target, restructuring of a Resolution Target, or a transfer of all or part of the assets or business of a Resolution Target to a third party;
“Resolution Authority”	means any regulator, authority, liquidator, administrator, special administrator, trustee, custodian, a resolution authority or statutory body or other similar body in the UK with Resolution Powers (or its or their nominee or delegate of such nominee or delegate) with respect to the Customer or any Affiliate of the Customer or all or any part of the business, assets or liabilities of the Customer or any Affiliate of the Customer;
“Resolution Insolvency Event”	means: (a) the commencement of a Special Administration in respect of the Customer or any Affiliate of the Customer; (b) 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 any Affiliate of the Customer (including the commencement of the Customer insolvency procedure under the Banking Act 2009) other than the sole purpose of a scheme for a solvent amalgamation of the Customer or such Affiliate of the Customer with one or more other companies or the solvent reconstruction of the Customer or any Affiliate of the Customer; (c) any step being taken, or procedure commenced with a view to the appointment of an administrator, a receiver, an administrative receiver or a trustee in bankruptcy in respect of the Customer or any Affiliate of the Customer (including the commencement of the Customer administration procedure under the Banking Act 2009); or (d) any event occurs, or proceeding is taken, with respect to the Customer or any Affiliate of the Customer in any jurisdiction to which it is subject that has an effect equivalent or which is analogous or similar to any of the events mentioned in paragraphs (a), (b) or (c) above;
“Resolution Period”	means the period commencing on the earlier of the date upon which; (i) Resolution Powers are first exercised; or (ii) a Resolution Insolvency Event occurs; in each case until the date that the distribution of assets, liquidation, reorganisation and/or wind down of all or part of the Resolution Target in connection with a Resolution is completed;
“Resolution Power”	means any power conferred by law on any person to initiate, carry forward, administer or enforce Resolution, including any such powers conferred under or by virtue of the Banking Act 2009 or the Investment Bank Special Administration Regulations 2011;

has the meaning given in Clause 20;

“Resolution Target”	means (without limitation) any economic sanctions, fines, penalties, laws, regulations, embargoes or restrictive measures administered, enacted or enforced by:
“Sanctions”	(a) the United States; (b) the United Nations; (c) the European Union; (d) any member state of the European Union; (e) the United Kingdom; (f) any governmental, administrative or regulatory body, institution or agency of any of the foregoing, including without limitation, the Office of Foreign Assets Control of the US Department of Treasury (“OFAC”), the United States Department of State, and Her Majesty’s Treasury (together “Sanctions Authorities”);
“Sanctions List”	means the “Specially Designated Nationals and Blocked Persons” list issued by OFAC, the “Consolidated List of Financial Sanctions Targets” issued by Her Majesty’s Treasury, or any similar list issued or maintained or made public by any of the Sanctions Authorities;
“Services”	means the services (or any of them) to be provided by the Supplier to the Customer under the Agreement as more particularly set out in a Statement of Work;
“Special Administration”	means an insolvency proceeding commenced pursuant to the Investment Bank Special Administration Regulations 2011;
“Statement of Work”	means a statement of work entered into by the Customer and the Supplier under this Agreement, subject to the terms and conditions of this Agreement, a template of which are set out in Schedule 1;
“Supplier”	means the supplier of the Services to the Customer under the Agreement
“Supplier’s Systems”	means the Systems owned and used by the Supplier to provide the Services;
“Systems”	means computer programs, computer and communication networks, databases, the tangible media on which they are recorded and their supporting documentation, including input and output format, program listing, narrative descriptions, source code, object code, operating instructions, and user manuals;
“Working Day”	means a day on which banks in the UK are generally open for business, excluding Saturdays and Sundays;

- 1.2. In the Agreement:
- 1.2.1. the singular includes the plural and vice versa;
 - 1.2.2. references to any gender include all other genders;
 - 1.2.3. references to any Clause are references to clauses in the Agreement;
 - 1.2.4. references to legislation include references to that legislation as modified, replaced, amended, consolidated and/or re-enacted from time to time and any subordinate legislation made under it;
 - 1.2.5. references to a party or parties are references to a Party or the Parties to the Agreement;
 - 1.2.6. references to a third party or a person include any individual, firm, company, corporation, government, state or agency of a state or any association, trust, partnership, business or any other entity (whether or not having a separate legal personality);
 - 1.2.7. the words "include" and "including" mean including but not limited to, the words "in particular" mean in particular but not limited to, and general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of assets, matters or things.
- 1.3. Where there is any conflict or inconsistency between these terms and conditions and the terms of the Purchase Order, the terms of the Purchase Order shall prevail

2. DURATION

- 2.1. This Agreement shall commence with effect from the start of the provision of the Services and unless terminated earlier under Clause 15 shall continue in force until <end date> when it shall terminate automatically without notice.

3. SERVICES AND STATEMENT OF WORK

- 3.1. From time to time the Customer may issue (but shall not be under any obligation to issue) a Statement of Work to the Supplier setting out details of the Services to be provided by the Supplier to the Customer. The Supplier agrees to accept a Statement of Work issued by the Customer by hand, by post, or by email which has been duly received by them. Except for those issued by email, a Statement of Work shall be signed on behalf of the Customer before being issued to the Supplier. For the avoidance of doubt, upon the execution of a Statement of Work by the Customer and the Supplier, the applicable Statement of Work shall form part of this Agreement.
- 3.2. In consideration of the payment of the charges set out in the Statement of Work by the Customer to the Supplier, the Supplier shall provide the Services to the Customer in accordance with the terms of this Agreement.
- 3.3. Risk in the Services shall remain with the Supplier and shall only transfer to the Customer when the Services have been delivered to the Customer and, to the extent that any installation of the Services is required, when installation of the Services has been accepted by the Customer.

4. PRINCIPAL CONDITIONS RELATING TO THE SERVICES

- 4.1. In providing the Services, the Supplier shall:
- 4.1.1. use all reasonable care, diligence and skill;
 - 4.1.2. adhere to industry best practice and standards;
 - 4.1.3. ensure that the Services conform to their description;
 - 4.1.4. ensure that the Services are of good quality and are fit for the purpose for which they are being provided;
 - 4.1.5. guarantee that the Services shall remain free from any defects for a period of 1 months from the date of delivery into production;
 - 4.1.6. ensure that the Services do not pose any risk to health and safety;
 - 4.1.7. meet or exceed the requirements set out in the Statement of;
 - 4.1.8. provide the Services in accordance with the timescales set out in the Statement of Work, or, to the extent that no such timescales are set out, in accordance with any timescales stipulated by the Customer;
 - 4.1.9. ensure that it has the necessary resources to provide the Services in accordance with the Agreement, including maintaining an adequate level of suitably skilled and properly trained staff;

- 4.1.10. ensure that its staff are of good character, ensure that none of its staff has any criminal convictions, and ensure that each member of its staff providing the Services is a permanent employee of the Supplier, and shall not use any temporary, contract or agency staff to provide the Services;
- 4.1.11. if required by the Customer, remove any member of its staff from providing the Services and replace that member of staff with another member of staff with at least the same level of skills;
- 4.1.12. not offer, promise or give to any person, or request, agree to receive or accept from any person, any bribe or any other advantage which might influence any decision;
- 4.1.13. comply with the security and health and safety policies and procedures of the Customer and the other policies and procedures of the Customer referred to in this Agreement or of which the Customer has otherwise made the Supplier aware;
- 4.1.14. obtain and maintain all necessary licences, approvals, consents and registrations which are necessary for the provision of the Services;
- 4.1.15. comply with all laws, regulations, rules, orders and codes of conduct applicable to the Customer and to the provision of the Services, including the principles, rules, guidance and decisions of any authority which regulates any of the activities of the Customer;
- 4.1.16. comply with the Customer's Supplier Code of Conduct as amended from time to time by the Customer and which can be found at <website link>;
- 4.1.17. as may be relevant and appropriate to the Supplier and the provisions of the Services: obtain and maintain a valid ISO 14001 certificate throughout the duration of the Agreement; ensure that when providing the Services, it will at all times comply with the environmental requirements of the Customer available at <website link>; provide relevant environmental data regarding its operations on the Customer's premises if requested and in the format requested by the Customer; and have a written environmental policy and an environmental management system that, as a minimum, includes the following elements: follow-up on observance of environmental legislation in force, mapping and ongoing monitoring of the Supplier's most significant environmental impacts, actions to improve the Supplier's environmental impacts, ensuring sub- contractors and/or third party suppliers have the same environmental standards, and ensuring environmentally correct disposal;
- 4.1.18. act in accordance with the lawful instructions of the Customer from time to time; and
- 4.1.19. co-operate with the Customer's other suppliers.

5. WARRANTIES AND REPRESENTATIONS

5.1. The Supplier warrants and represents to the Customer that:

- 5.1.1. it has the necessary capacity and power to enter into this Agreement;
- 5.1.2. it owns the necessary rights to provide the Services to the Customer under this Agreement;
- 5.1.3. the obligations contained in this Agreement constitute valid and enforceable obligations against it;
- 5.1.4. all information provided by the Supplier is and shall be at the time it is provided true, accurate and complete;
- 5.1.5. it shall notify the Customer without delay if any information provided by the Supplier ceases for any reason to be true, accurate or complete;
- 5.1.6. it has the necessary skills and expertise to perform its obligations under this Agreement and it is an experienced and professional supplier in the field of the Services;
- 5.1.7. the Supplier's Systems and the Data are and shall remain secure against unauthorised access and misuse;
- 5.1.8. the Supplier's Systems shall in all respects comply with, function and perform to meet the requirements of the Services;

- 5.1.9. where the Services comprise the provision of any software such software will, as delivered, be free of Trojan Horses, logic bombs, viruses, disabling programs and analogous macros, programs or sub-routines or contain any back doors or trap doors or other covert means of remotely accessing the software or the Customer's Systems. The Supplier must not install and / or load any files, disks or other media containing software, data or other matter onto any computer system, hardware or software of the Customer without the prior written consent of the Customer or such member of the Customer as the Customer may specify in writing and without such files, disks or other media having been previously and immediately prior to installation or loading checked and examined (using the most recent and effective scanning software available) for viruses, "logic bombs", "Trojan Horses" or any other corruption, deterioration, defects, malfunctions or errors by the Supplier and such check not revealing the presence of any such viruses and / or any other corruptions;
- 5.1.10. it is not owned or controlled directly or indirectly by any person or entity on a Sanctions List or is a Restricted Person or Entity;
- 5.1.11. it has no involvement or connection directly or indirectly with any person or entity on a Sanctions List or is a Restricted Person or Entity;
- 5.1.12. the Services shall not be provided for the purpose of financing or facilitating business with any person or entity on a Sanctions List, any person or entity who is a Restricted Person or Entity, or otherwise in violation of any Sanctions;
- 5.1.13. it has implemented and maintains policies and procedures designated to ensure compliance with Sanctions;
- 5.1.14. it shall inform the Customer promptly upon becoming aware of any Sanctions violations or Sanctions-related investigations in relation to the Services and/or the Supplier;
- 5.1.15. it knows of nothing which would be reasonably likely adversely to affect its ability to perform its obligations under this Agreement; and
- 5.1.16. it knows of nothing which would be reasonably likely adversely to affect the willingness of the Customer to enter into this Agreement.

6. CONTINUITY, MONITORING AND REPORTING

- 6.1. The Supplier shall notify the Customer without delay of:
 - 6.1.1. any error, omission, failure or defect, or any potential error, omission, failure or defect, in the provision of the Services; or
 - 6.1.2. any other breach or potential breach of the Agreement; or
 - 6.1.3. any circumstances which may have an adverse impact on the provision of the Services.
- 6.2. If there is any error, omission, failure, defect, or other breach of this Agreement in relation to the provision of the Services, the Supplier shall upon request from the Customer repair or re-perform the affected Services in each case without delay and at the Supplier's cost.
- 6.3. The Supplier shall provide the Customer with such reports and information as the Customer may require from time to time.

7. INVOICING AND PAYMENT

- 7.1. Subject to the compliance by the Supplier with the terms of this Agreement:
 - 7.1.1. the Supplier shall invoice the Customer in arrears in accordance with the charges set out in the Statement of Work after the end of each calendar month for the Services provided during that month; and
 - 7.1.2. the Customer shall pay the undisputed amount of such invoices within 30 days of receipt.
- 7.2. Each Statement of Work contains details of all of the sums payable by the Customer under this Agreement and no other sums shall be payable.
- 7.3. If VAT or any other taxes are applicable, the Supplier shall ensure that these are shown on all quotations and invoices.
- 7.4. The Supplier shall comply with any instructions given by the Customer on dividing or splitting invoices between different parts of the Customer.
- 7.5. All invoices shall be addressed to <Customer Invoicing Address> and shall be sent in electronic format in accordance with the terms as specified at <website link>
- 7.6. Each invoice shall, to be considered valid, include the information set out at Customer's website for suppliers at <website link> and shall identify the following as a minimum:
 - 7.6.1 the Services to which it relates;
 - 7.6.2 the period to which it relates;

- 7.6.3 the Customer's cost centre if applicable <>
- 7.6.4 the Customer's EAN/GLN number if applicable <>;
- 7.6.5 the specific invoice reference, Customer Contract reference number if applicable <>;
- 7.6.6 the Customer employee with whom the Services have been ordered;
- 7.6.7 the Supplier's VAT registration number; and
- 7.6.8 the Supplier's payment details, i.e. IBAN and SWIFT number.
- 7.7 All invoices must be printed using a standard font type. "Script" fonts and handwritten elements are not permissible. Payment will not amount to any admission by the Customer that the Supplier has properly performed its obligations under the Agreement.
- 7.8. No amount of any invoice shall be due or payable if it is subject to a bona fide dispute.
- 7.9 No amount of any invoice shall be due or payable if it relates to any Services provided more than 12 months prior to the date of receipt of the invoice.
- 7.10. The Customer shall be entitled to set off against any sums owed to the Supplier by the Customer any sums owed to the Customer by the Supplier in whatever capacity and however any such sums arise.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. All Intellectual Property Rights belonging to the Customer prior to the date of this Agreement shall at all times remain vested in and the sole and exclusive property of the Customer. Nothing in this Agreement shall grant or be construed as granting to the Supplier any rights to any Intellectual Property Rights belonging to the Customer, except as set out explicitly in this Clause 0.
- 8.2. All Intellectual Property Rights in the Services are automatically assigned as from the moment of their creation by the Supplier as beneficial owner to the Customer and the Supplier waives its moral rights in relation to the Services. All such rights therefore vest in and become the sole and exclusive property of the Customer.
- 8.3. The Supplier shall not use any names, logos or trademarks of the Customer for any purposes without the prior written consent of the Customer, which may be withheld or withdrawn at any time at the Customer's discretion.
- 8.4. Save where the Supplier uses materials provided to the Supplier by the Customer, the Supplier warrants and represents that none of the Services shall infringe any Intellectual Property Rights of any third party. The Supplier shall indemnify, keep indemnified and hold the Customer harmless against all losses, damages, costs and expenses (including legal costs and expenses), claims and liabilities (including sums paid in settlement of any of the same) incurred by the Customer arising out of or in connection with any infringement or alleged infringement of any such Intellectual Property Rights. In addition, in the case of an infringement or alleged infringement, the Supplier will use all reasonable endeavours, in consultation with the Customer, to:
 - 8.4.1. procure for the Customer the right to continue to receive the relevant Services; or
 - 8.4.2. replace or modify the relevant Services so that the infringement or alleged infringement ceases.

9. CONFIDENTIALITY, DATA PROTECTION AND SECURITY OF DATA

- 9.1. The Supplier shall safeguard and keep all Confidential Information strictly confidential and shall not disclose any Confidential Information to any third party, other than to those of its employees who need to know such Confidential Information for the purposes of providing the Services to the Customer, and to its professional advisers and auditors.
- 9.2. The Supplier shall ensure that its employees do not disclose any Confidential Information to any third party and do not use any Confidential Information for any purposes other than as is necessary for the provision of the Services.
- 9.3. The Supplier shall ensure that its professional advisers and auditors do not disclose any Confidential Information to any third party.
- 9.4. The Supplier shall ensure that no Confidential Information is reduced to writing, reproduced, or copied other than as is necessary for the purposes of disclosing the Confidential Information to its employees, professional advisers and auditors under Clause 9.1.
- 9.5. The Supplier shall destroy or return all Confidential Information (including any Confidential Information reduced to writing, reproduced, or copied) to the Customer on demand.

- 9.6. The Supplier and its employees shall not be prevented from disclosing any information which is in or comes to be in the public domain (other than due to the fault of the Supplier or its employees) or any information which is required to be disclosed by applicable law or regulation, provided the Supplier shall notify the Customer as far in advance of making any such disclosure as possible and comply with any lawful instructions the Customer may issue regarding any such disclosure.
- 9.7. The Supplier acknowledges that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Supplier is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). Where applicable, Appendix A sets out the scope, nature, and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject. The Supplier shall comply with its obligations as Data Processor under the Data Protection Legislation, in particular where it is processing any information which would be classified as Personal Data or Sensitive Personal Data as defined in the Data Protection Legislation as “Personal Data” and “Sensitive Personal Data”), and that it will not act or refrain from acting in such a way that would cause the Customer to be in breach of its obligations as Data Controller under the Data Protection Legislation.
- 9.8. In particular, the Supplier as Data Processor shall comply with the following obligations:
- 9.8.1. to maintain appropriate technical and organisational security measures sufficient to comply with the Data Protection Legislation; and
 - 9.8.2. only to process Personal Data for and on behalf of the Customer in accordance with the Customer's written instructions for the purposes of providing the Services in accordance with the Agreement and in no other manner whatsoever unless the Supplier is required by the laws of England, the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data (the “Applicable Laws”). Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer.
- 9.9. The Supplier undertakes that the technical and organisational security measures referred to in Clause 9.8.1 will ensure an appropriate level of security so as to protect against unauthorised or unlawful processing of Personal Data or accidental loss, destruction of, or damage to Personal Data, 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 including ensuring the reliability of personnel having access to Personal Data. Such measures shall include, where appropriate, pseudonymising Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.
- 9.10. The Customer may, at reasonable intervals, request a written description of the technical and organisational security measures employed by the Supplier. Within 10 Working Days of such a request, the Supplier shall supply written particulars of all such measures detailed to a reasonable level such that the Customer can determine whether or not, in connection with Personal Data, any applicable data is or has been processed in accordance with the Data Protection Legislation.
- 9.11. The Supplier shall ensure that specific consideration is given to any special risks that may be associated with the processing of Sensitive Personal Data.
- 9.12. The Supplier shall not transfer any Personal Data to any person other than by means of an attachment to an email, provided that such attachment has been password protected using a strong secret password of eight characters or more and such password has been communicated separately and provided that such attachment has been TLS encrypted. For the avoidance of doubt, the Supplier shall ensure that the email itself does not contain any Personal Data. Furthermore, for the avoidance of doubt, the Supplier shall not transfer any Personal Data by any other means.
- 9.13. The Supplier shall not transfer any Personal Data outside the European Economic Area without the prior written consent of the Customer, and in accordance with any terms that the Customer may impose of the transfer. As a condition of granting such consent, the Customer may, among other requirements, require the Supplier to enter into or procure that any relevant permitted sub-contractor enters into an appropriate Data Transfer Agreement.

- 9.14. If there is any accidental, unauthorised, or unlawful destruction, loss or disclosure of or alteration or access to any Personal Data in the possession of or being processed by the Supplier, the Supplier shall:
 - 9.14.1 notify the Customer without undue delay and in any event within 24 hours of the Supplier becoming aware of this; and
 - 9.14.2 restore such Personal Data without delay at the Supplier's cost; and
 - 9.14.2 where any such breaches occur outside of normal working hours, notify the Customer at the following continuously monitored email address: <Customer email address>
- 9.15. The Supplier shall:
 - 9.15.1. ensure that all Personal Data are accurately entered into its systems and corrected if found to be inaccurate;
 - 9.15.2. notify the Customer promptly and in any event within two Working Days of receipt of any communication received from a Data Subject regarding data protection;
 - 9.15.3. if a Data Subject exercises any of its rights under the Data Protection Legislation (including rights of access, correction, erasure, data processing restriction or objection, data portability, automated decision-making objection or breach notification as are available to such individual as are available to such individual), notify the Customer and, if the Customer so requests, provide such Personal Data as the Customer may instruct;
 - 9.15.4. assist the Customer, at the Customer's request, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, Data Protection Impact Assessments and Prior Consultations (as defined in the Data Protection Legislation) with supervisory authorities or regulators;
 - 9.15.5. at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer upon termination of this Agreement unless the Supplier is required by Applicable Laws to store;
the Personal Data;
 - 9.15.6. maintain complete and accurate records and information to demonstrate its compliance with this clause 9;
 - 9.15.7. co-operate with all reasonable requests of the Customer arising from or in connection with the Data Protection Legislation, including:
 - 9.15.7.1. the issuing of any guidelines or code concerning data protection; and
 - 9.15.7.2. the handling of any complaint alleging an interference with the privacy of an individual or alleging a breach of a data subject's rights under the Data Protection Legislation; and
 - 9.15.8. generally, co-operate with and provide such information to the Customer as may be required to enable the Customer to comply with its obligations under the Data Protection Legislation.
- 9.16. The Supplier shall not acquire any rights in or to any Personal Data or other information disclosed under or in connection with this Agreement.
- 9.17. For the avoidance of doubt, the Supplier shall not initiate or have any contact with any of the Customer's customers.
- 9.18. The Supplier shall not make or cause to be made any advertisement, media statement, announcement, communication or comment regarding the Services or this Agreement or the Customer, in any promotional materials or events or otherwise, without the Customer's prior written approval, which may be withheld or withdrawn at any time at the Customer's discretion.
- 9.19. The Supplier shall, in accordance with good industry practice:
 - 9.19.1 apply security procedures to guard against the loss, destruction, corruption or alteration of the Customer's Data in the possession or control of or entrusted to or accessed by the Supplier;
 - 9.19.2 ensure that it and its personnel do not deliberately or negligently corrupt or erase such Data and perform regular backups of Data in accordance with the requirements of the Services;
 - 9.19.3 if it stores any Data in order to provide the Services, keep such Data physically and logically separate from the data of its customers, and identify it as the confidential information of the Customer;
 - 9.19.4 where applicable not disclose passwords supplied by the Customer to access the Customer's Systems to any person other than the Supplier's personnel with a need to know; and

- 9.19.5 immediately notify the Customer of any breach of clause 9.19.4.
- 9.20. In supplying the Services, the Supplier shall:
- 9.20.1 comply with the standards set out in ISO 27001 in relation to the use of the Customer's Systems, the Supplier's Systems, email and the Internet, and ensure that the Supplier's personnel do the same; and
 - 9.20.2 not access or attempt to access the Customer's Systems or permit the Supplier's personnel to do so without the written consent of the Customer.
- 9.21. The Supplier shall indemnify, keep indemnified and hold the Customer harmless against all losses, damages, costs and expenses (including legal costs and expenses), claims and liabilities (including sums paid in settlement of any of the same) incurred by the Customer arising out of or in connection with any breach of this Clause 9 by the Supplier. However, the liability of the Supplier under this clause shall be limited to a fixed amount of £200K, as consideration for services provided.
- 9.22. The provisions of this Clause 9 shall continue in full force and effect after the expiry or termination of this Agreement.

10. NON-SOLICITATION

- 10.1. Throughout the duration of this Agreement and for a period of twelve months after the termination or expiry of this Agreement, the Customer shall not actively seek to employ or solicit or endeavour to solicit or entice away from the Supplier any person employed by the Supplier in any capacity whatsoever, regardless of whether such person would commit a breach of his or her employment contract in such circumstances.

11. ANTI-BRIBERY

- 11.1 The Supplier shall:
- 11.1.1. 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);
 - 11.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 11.1.3. comply with any ethics and anti-bribery policy of the Customer notified to the Supplier from time to time (Relevant Policies);
 - 11.1.4. have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and Clause 11.1.2, and will enforce them where appropriate;
 - 11.1.5. promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement; and
 - 11.1.6. upon request, certify to the Customer in writing signed by an officer of the Supplier, compliance with this Clause 11 by the Supplier and all persons associated with it under Clause 11.2. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request.
- 11.2 The Supplier shall ensure that any person associated with the Supplier who is performing the Services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Clause 11 (Relevant Terms). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.
- 11.3 The Supplier shall keep at its normal place of business detailed, accurate and up to date records and books of account showing all payments made by the Supplier in connection with this Agreement and the steps taken by the Supplier to comply with the Relevant Requirements and the Relevant Policies, in each case during the previous six years. The Supplier shall ensure that such records and books of account are sufficient to enable the Customer to verify the Supplier's compliance with its obligations under this Clause 11.
- 11.4 The Supplier warrants and represents that:
- 11.4.1 neither the Supplier nor any of its officers or employees:

- (i) has been convicted of any offence involving bribery or corruption, fraud or dishonesty;
 - (ii) having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements; or
 - (iii) has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programs or other government contracts;
- 11.4.2 none of the officers or employees of the Supplier or any person associated with it or any other person who is performing the Services in connection with this Agreement is a foreign public official; and
- 11.4.3 no foreign public official owns a direct or indirect interest in the Supplier or any person associated with it or any other person for whom the Supplier is responsible under Clause 11.4.2 and no public official has any legal or beneficial interest in any payments made by the Customer under this Agreement.
- 11.5 The Supplier shall promptly notify the Customer if, at any time during the term of this Agreement, its circumstances, knowledge, or awareness changes such that it would not be able to repeat the warranties set out at Clause 11.4 at the relevant time.
- 11.6 Breach of this Clause 11 shall be deemed to be a material breach under Clause 15.1.1 of this Agreement.

12. PREVENTION OF FACILITATION OF TAX EVASION

- 12.1 The Supplier shall:
 - 12.1.1 not provide tax advice without the express prior written consent of the Customer;
 - 12.1.2 not engage in any activity, practice or conduct which would constitute an offence under section 45 (failure to prevent facilitation of domestic tax evasion) or section 47 (failure to prevent facilitation of overseas tax evasion) of the Criminal Finances Act 2017;
 - 12.1.3 have and shall maintain in place throughout the term of this Agreement its own prevention policies and procedures, including reasonable procedures under the Criminal Finances Act 2017, to ensure compliance with clauses 12.1.1 and 12.1.2 (Prevention Policies and Procedures), and will enforce them where appropriate;
 - 12.1.4 implement a system of training for its employees to ensure compliance with its Prevention Policies and Procedures; and
 - 12.1.5 upon request, certify to the Customer in writing signed by an officer of the Supplier, compliance with this Clause 12 by the Supplier and all persons associated with it under Clause 12.2. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request.
- 12.2 The Supplier shall ensure that any person associated with the Supplier who is performing the Services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Clause 12 (**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.
- 12.3 The Supplier warrants and represents that:
 - 12.3.1 neither the Supplier nor any of its officers or employees:
 - (i) has been convicted of any offence involving failure to prevent facilitation of domestic tax evasion or overseas tax evasion; or
 - (ii) having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry, or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Criminal Finances Act 2017.
- 12.4 The Supplier shall promptly notify the Customer if, at any time during the term of this Agreement, its circumstances, knowledge, or awareness changes such that it would be in breach of this clause 12 or it would not be able to repeat the warranties set out at Clause 12.3 at the relevant time.
- 12.5 Breach of this Clause 12 shall be deemed to be a material breach under Clause 15.1.1 of this Agreement.

13. COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS AND POLICIES

- 13.1 In performing its obligations under the Agreement, the Supplier shall:
- 13.1.1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
 - 13.1.2. comply with the Modern Slavery Act 2015 Policy and have and maintain throughout the term of this Agreement its own policies and procedures to ensure its compliance;
 - 13.1.3. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
 - 13.1.4. ensure that each of its subcontractors and suppliers shall comply with the Modern Slavery Act 2015 Policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.
- 13.2 The Supplier represents and warrants that at the date of this Agreement:
- 13.2.1 its responses to the **Customer** 's slavery and human trafficking due diligence questionnaire are complete and accurate; and
 - 13.2.2 neither the Supplier nor any of its officers, employees or other persons associated with it:
 - 13.2.2.1 has been convicted of any offence involving slavery and human trafficking; and
 - 13.2.2.2 having made reasonable enquiries, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 13.3 The Supplier shall implement due diligence procedures for its subcontractors, and suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 13.4 The Supplier shall notify the Customer as soon as it becomes aware of:
- 13.4.1 any breach, or potential breach, of the Modern Slavery Act 2015 Policy; or
 - 13.4.2 any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.
- 13.5 The Supplier shall:
- 13.5.1 maintain a complete set of records to trace the supply chain of all Services provided to the **Customer** in connection with this Agreement;
 - 13.5.2 permit the **Customer** and its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this clause 13.5.2, to have access to and take copies of the Supplier's records and any other information and to meet with the Supplier's personnel to audit the Supplier's compliance with its obligations this clause; and
 - 13.5.3 implement a system of training for its employees to ensure compliance with the Modern Slavery Act 2015 Policy.
- 13.6 Breach of this Clause 13 shall be deemed to be a material breach under Clause 15.1.1 of this Agreement.

14. INSURANCE AND LIABILITY

- 14.1. The Supplier shall take out and maintain throughout the duration of this Agreement and for no less than seven years following the expiry or termination of this Agreement the following insurance policies with a reputable insurer or reputable insurers in the UK insurance market:
- 14.1.1. employer's liability insurance, with a limit of cover of not less than the minimum amount stipulated by law from time to time;
 - 14.1.2. motor insurance, with a limit of cover of not less than the minimum amount stipulated by law from time to time;
 - 14.1.3. all-risks insurance covering any Customer property in the possession or under the control of the Supplier for its full replacement value; and
 - 14.1.4. general liability (public and products liability and third-party liability) insurance, including cover for errors and omissions, employee fidelity, property damage and financial loss, with a limit of cover of not less than £1,000,000 (one million pounds) per claim or series of claims arising out of the same event.
- 14.2. All such policies shall contain provisions whereby the insurers:

- 14.2.1. regard the Customer as a loss payee and will indemnify the Customer direct under such policies; and
- 14.2.2. waive their subrogation rights under such policies.
- 14.3. The Supplier shall from time to time on request and at the Supplier's cost produce evidence reasonably acceptable to the Customer that such policies have been taken out and are being maintained.
- 14.4. The Supplier shall indemnify, keep indemnified and hold the Customer harmless against all losses, damages, costs and expenses (including legal costs and expenses), claims and liabilities (including sums paid in settlement of any of the same) incurred by the Customer arising out of or in connection with any breach by the Supplier of its obligations under this Agreement or any other act or omission of the Supplier. However, the liability of the Supplier under this clause shall be limited to a fixed amount of £200K, as consideration for services provided.

15. EARLY TERMINATION

- 15.1. Either Party i.e. the Supplier or the Customer shall have the right to terminate this Agreement in whole or in part forthwith or on such period of notice as it shall determine by giving notice in writing to the other Party if at any time during this Agreement:
 - 15.1.1. the other Party commits a material breach of this Agreement which is not capable of remedy or the other Party commits a material breach of this Agreement which is capable of remedy but fails to remedy such breach within 30 days after receiving a notice in writing from the Customer requiring the Supplier to remedy such breach; or
 - 15.1.2. the other Party commits persistent breaches of this Agreement, being three or more breaches in any consecutive twelve-month period, regardless of whether such breaches are breaches of the same or different provisions of this Agreement and regardless of whether or not such breaches are material breaches or are capable of remedy or have been remedied; or
 - 15.1.3. Either Party is unable to pay its debts when they fall due or becomes insolvent or an order or an application is made or a resolution passed for its administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any of its assets or it enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any jurisdiction; or
 - 15.1.4. Either Party is subject to any change in the holding or controlling (directly or indirectly) of the majority of the voting rights attaching to its shares or any change in the power (directly or indirectly) to control the composition of its board of directors; or
 - 15.1.5. Either Party ceases or is reasonably likely to cease to carry on the business of providing services the same as or similar to the Services; or
 - 15.1.6. Either Party is involved or alleged to be involved (in each case either directly or indirectly) in any unlawful activities; or
 - 15.1.7. any authority which regulates any of the activities of the Customer directs that this Agreement is to be terminated; or
 - 15.1.8. the Customer's obligations under this Agreement may expose the Customer or any Affiliate to any Sanctions, whether such Sanctions existed at the commencement of this Agreement or were implemented during the term of this Agreement.
- 15.2. For the purposes of this Agreement, a "material breach" shall include a breach of Clause 4, 0, 0, 9, 11, 0, 13 or 14.

16. CONSEQUENCES OF EXPIRY OR TERMINATION OF THE AGREEMENT

- 16.1. Save where specifically set out below, the expiry or termination of this Agreement shall discharge both Parties from any liability for further performance of this Agreement.
- 16.2. As soon as possible following the expiry or termination of this Agreement, both Parties shall return to the other Party all documents, information or other property belonging to such Party (and all copies thereof in any format) and shall certify to the other Party that it has done so. This shall not apply if the documents, information, or other property are already destroyed or deleted because of agreement between the Parties or because it was required by applicable law or regulation.
- 16.3. The expiry or termination of this Agreement shall be without prejudice to any provision which expressly or out of necessity or by implication is intended to continue to apply notwithstanding the expiry or termination of this Agreement.

- 16.4. The expiry or termination of this Agreement shall be without prejudice to any rights or remedies of either Party which may have accrued prior to the date of expiry or termination.
- 16.5. References in this Clause 16 to termination of this Agreement shall be construed as references to termination for any reason.

17. NOTICES

- 17.1. Notices to be given under or in connection with this Agreement shall be in writing and delivered by hand or sent by first class registered post.
- 17.2. Notices shall be deemed to have been received:
 - 17.2.1. in the case of delivery by hand, at the time of delivery;
 - 17.2.2. in the case of delivery by first class registered post, two Working Days after the date of posting;although in each case if a notice would be deemed to have been received on a day which is not a Working Day, it shall instead be deemed to have been received at the start of the next Working Day.

18. MISCELLANEOUS

- 18.1. Each Party shall at the request and cost of the other Party do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as may be necessary or desirable to carry into effect the provisions of this Agreement.
- 18.2. The Supplier shall allow, and shall procure that any permitted sub-contractors shall allow, full and free access to its premises, Data, devices, information, Systems and records to representatives of the Customer, the Customer's internal auditors, the Customer's external auditors and any authority which regulates any of the activities of the Customer to enable such persons to monitor and assess the provision of the Services and the performance of the Supplier's obligations under this Agreement and not further or otherwise. Such audit rights shall continue for three years after termination of this Agreement. The Supplier shall, and shall procure that any permitted sub-contractors shall, give all necessary assistance to the conduct of such audits during the term of this Agreement and for a period of three years after termination of this Agreement. The Supplier shall provide to the Customer upon its reasonable request copies of any due diligence or audit reports which record the outcomes of any such due diligence or audits which the Supplier carries out or has carried out on any permitted sub-contractors.
- 18.3. The Supplier shall not assign, sub-contract or otherwise transfer any of its rights or obligations under this Agreement to any third party without the Customer's prior written consent, which may be withheld at the Customer's discretion, and without having procured by written agreement with the third party that they comply with the obligations of the Supplier under this Agreement to include but not be limited to the obligations set out at Clause 9 in relation to data protection in the event that the third party is acting as a third party processor of the Customer's Personal Data. The Supplier shall remain liable to the Customer for the performance of its obligations under the Agreement notwithstanding any sub-contracting or other transfer of those obligations. The Supplier shall be liable to the Customer for the acts and omissions of any sub-contractors. All provisions contained in this Agreement shall extend to and be binding upon the Parties hereto and their respective successors and permitted assigns. If the Customer agrees that the Supplier may subcontract its obligations under this Agreement, the Supplier shall implement an appropriate system of due diligence, audit, and training for its subcontractors that is designed to ensure their compliance with the obligations of the Supplier under this Agreement and the Data Protection Legislation.
- 18.4. If any provision of this Agreement is declared void, illegal or otherwise unenforceable by any court of competent jurisdiction:
 - 18.4.1. the Parties shall use their best endeavours to replace it with a provision which most closely reflects its original purpose, but which is not void, illegal or otherwise unenforceable;
 - 18.4.2. this shall not affect the remaining provisions of this Agreement which shall remain in full force and effect.
- 18.5. No delay or forbearance by any Party in exercising any of its rights under or in connection with this Agreement shall prevent or preclude any exercise of any such rights and no single or partial exercise of any such rights shall prevent or preclude any other or further exercise of any such rights. The rights of each Party under this Agreement may only be waived specifically and in writing. No waiver of any right shall be construed as a waiver of any future right.

- 18.6. The rights and remedies of each Party under this Agreement are cumulative and are in addition to any rights or remedies provided by law or in equity.
- 18.7. Nothing in this Agreement shall have the effect of making the Supplier an agent, servant, partner, employee or representative of the Customer or otherwise authorise the Supplier to act on behalf of the Customer in any way.
- 18.8. Nothing in this Agreement shall create a joint venture, partnership or a relationship of landlord and tenant or a fiduciary relationship or other co-operative entity between the Parties.
- 18.9. This Agreement contains the entire agreement between the Parties and replaces all other agreements, terms and representations relating to the Services, whether oral or in writing. Each Party warrants to the other Party that it has not relied on any representation, statement, arrangement or understanding, whether oral or in writing, not expressly set out or referred to in this Agreement. Each Party waives any and all rights and remedies it may have in relation to any representation, statement, arrangement or understanding, whether oral or in writing, not expressly set out or referred to in this Agreement. In the event of any inconsistency between the terms of this Agreement and any other terms printed or written upon any other document passing between the Parties, the terms of this Agreement shall prevail. Nothing in this Agreement shall limit or exclude the liability of either party for any fraudulent misrepresentation.
- 18.10. No changes to this Agreement shall be valid unless they have been agreed in writing and signed by authorised representatives of both parties.

19. DISPUTES

- 19.1. In the event of any dispute between the parties under or in connection with this Agreement, the Parties shall use their best efforts to resolve the dispute amicably by negotiation. Except where clearly prevented by the nature of the dispute, the Parties shall continue to meet their respective obligations under this Agreement throughout the period during which they are working to resolve the dispute.
- 19.2. If the dispute cannot be resolved between the most senior representatives of each party, then the dispute may, at the instance of either Party, be determined pursuant to Clause 21.1.

20. RECOVERY RESOLUTION

- 20.1. If the Customer, or any Affiliate of the Customer is the subject of a Resolution in whole or in relation to any part of its business, assets or liabilities ("**Resolution Target**"), then:
 - 20.1.1. the Customer shall notify the Supplier of the Resolution as soon as reasonably practicable after the Customer or any Affiliate of the Customer received a notice or order or any other form of notification from the Resolution Authority;
 - 20.1.2. if required by the Resolution, this Agreement or part of it (as applicable) shall be treated as having been originally entered into between the Supplier and the new controlling party or transferee under the Resolution and this Agreement shall continue on its existing terms following the Resolution for the Resolution Period including, for the avoidance of doubt, the Supplier's rights thereunder in relation to the payment of Charges; and
 - 20.1.3. the Supplier shall not exercise any right to terminate this Agreement arising under this Agreement or at common law (in each case including for the avoidance of doubt any right to terminate for insolvency) or any other rights or remedies of the Supplier arising directly from the Resolution which have arisen but have not been exercised prior to the commencement of the Resolution Period.

21. LAW AND JURISDICTION

- 21.1. This Agreement is governed by and shall be construed in accordance with the laws of England.
- 21.2. Subject to Clause 0, the Parties submit to the exclusive jurisdiction of the courts of England for the purpose of resolving any dispute between the Parties, whether such dispute is founded in contract, tort or otherwise.

Executed as an Agreement by the Parties on the date set out below:

<CustomerName> / company number <> and its Affiliates	Areteans Technology Solutions UK Ltd / company number 11268741
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

SCHEDULE 1
STATEMENT OF WORK TEMPLATE

This Statement of Work ("**SOW**") is entered into between **Areteans Technology Solutions UK Ltd**, a company incorporated in United Kingdom with company number **11268741** and whose registered office is at Bankside 3, 90 - 100 Southwark Street, London, England, SE1 0SW ("**Supplier**"), and

<CustomerName> a company incorporated in **<CountryName>** under company registration number **<CompanyRegNo>** whose registered office address is **<CustomerAddress>** and its Affiliates from time to time ("**Customer**").

hereinafter separately referred to as the Customer and the Supplier each a "**Party**" and together the "**Parties**"

WHEREAS

HAVE AGREED UPON

1. Part A - SERVICES

a. DURATION OF STATEMENT OF WORK

b. SERVICE DESCRIPTION

Supplier will perform to the Customer the Services during the period as described in this Part A – Services.

Start date	End Date

Services

c. SCOPE

Assumptions:

Deliverables:

d. CODING STANDARDS

e. GOVERNANCE

2. PART B - FEES

a. LOCATION, EQUIPMENT AND PROFESSIONAL RATE CARD

3. PART C - CHARGES

a. PAYMENT TERM

b. CUSTOMER BILLING CONTACT AND INVOICE REQUIREMENTS

4. PART D - CHANGE CONTROL

5. PART E - TERMINATION

6. PART F - AUTHORISATION

The Parties have agreed to the terms and conditions of this Schedule-1 Statement of Work and caused their duly authorized representatives to execute the Schedule-1 Statement of Work as follows:

<CustomerName> / company number <> and its Affiliates		Areteans Technology Solutions UK Ltd / company number 11268741	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

APPENDIX A TO SCHEDULE 1

DATA PROCESSING TEMPLATE

Description of the Processing of Personal Data

- 1. Subject Matter**
- 2. Nature**
- 3. Purpose**
- 4. Categories of Personal Data**
- 5. Sensitive Personal Data**
- 6. Categories of Data Subjects**
- 7. Recipients of the Personal Data**
- 8. Data Transfers**
- 9. Retention**
- 10. Data Flow(s)**

APPENDIX B TO SCHEDULE 1

SCOPE TEMPLATE

APPENDIX C TO SCHEDULE 1

CHANGE CONTROL TEMPLATE

Change Control Notice

This Change Control Notice dated [] is entered into between **Areteans Technology Solutions UK Ltd**, a company incorporated in United Kingdom with company number **11268741** and whose registered office is Bankside 3, 90 - 100 Southwark Street, London, England, SE1 0SW ("**Supplier**"), and **<CustomerName>** a company incorporated in <CountryName> under company registration number **<CompanyRegNo>** whose registered office address is <CustomerAddress> and its Affiliates from time to time ("**Customer**") who entered into a Statement of Work signed [] (the "**Statement of Work**"), and have now agreed certain variations to the Statement of Work as set out in this Change Control Notice.

Change Control Notice number	#001
Description of change	
Reason for change	
Full details of change	
Impact on Service or Service Levels	
Implementation plan	
Timetable for implementation	
Changes to Charges (if any)	

Role	Location	Daily Rate (GBP ex VAT)	Effort (Days)	Total Fees (GBP ex VAT)
Project Manager	Onsite			
Lead Business Architect	Onsite			
Lead System Architect	Onsite			
Senior System Architect	Offshore			
System Architect	Offshore			
UI-UX Developer	Offshore			
Senior Tester	Offshore			
Tester	Offshore			
			TOTAL	

It is recommended that the Customer builds a 15% contingency of **£ xxx (15% of £ xxx)**, this will make sure that the unforeseen requirements can be managed better by change control and avoid disruption of the project pace.

The Parties have agreed to the terms and conditions of this Change Control Notice and caused their duly authorized representatives to execute the Change Control Notice as follows:

<CustomerName> / company number <> and its Affiliates	Areteans Technology Solutions UK Ltd / company number 11268741
Signature:	Signature
Name:	Name:
Title:	Title:
Date:	Date:

APPENDIX D TO SCHEDULE 1

SUPPLIER ROLES & RESPONSIBILITIES

Role	Description
Project Manager	✓ Delivery responsibility on behalf of Supplier (including stream Scrum master where required) ✓ Project Planning, Management and Staffing support ✓ Overseeing the setup, configuration and extension of the solution including unit testing ✓ Work closely with Customer to align on Customer dependencies and agree integrated project plan. ✓ Iteration and release definition/execution ✓ Project reporting, risk, and issue management ✓ Leading governance sessions on behalf of Supplier ✓ Customer enablement as it pertains to Scrum methodology and project delivery
Lead System Architect	✓ Responsible for the overall setup, configuration, and extension of the technology solution ✓ Lead and oversee configuration and unit testing activities ✓ Provides Thought Leadership to the customer with respect to the technology solution across the project ✓ Overall responsibility for the design and technical delivery ✓ Responsible for the overall quality of the solution ✓ Issues escalation / resolution ✓ Works closely with Customer integration and solution architecture team to understand third party services and any design activities
Lead Business Architect	✓ Organizes, schedules, and conducts solution definition sessions ✓ Identify functional and non-functional requirements ✓ Interfaces regularly with the business to capture the objectives and requirements for the proposed application and document accordingly ✓ Assists Product Owner with backlog definition, selection, and prioritisation ✓ Ensures that the business requirements, use cases, and objectives are addressed throughout the implementation lifecycle ✓ Model process flows ✓ Provides expertise in process improvements ✓ Validates high level test cases ✓ Coaches and mentor's customer BA staff in Pega tools, practices, and methodology (where applicable)
Senior System Architect And System Architect	✓ Implement setup, configuration, and extension activities according to overall design and best practice guidelines ✓ Implement Services and Connectors (interfaces) ✓ Work to best practice standards for project ✓ Unit test all configuration ✓ Fix defects throughout Customer testing phase(s) ✓ Provide updates to Program / Project managers on task status, risks, and mitigation plans
Tester	✓ Testers create Test Scenarios, Test cases ✓ Executes System Integration testing, publishes test results & findings, raises defects for issues found ✓ Track defects to closure ✓ Retest defects post fix

Role	Description
	✓ Senior testers assists LBA to ensure all scenarios captured in the requirements
User Experience	✓ Focus on building User Interface, based on UX guidelines & Wireframes. ✓ Create styles & skin rules for application wide usage ✓ Implement styling and check UI look & feel

SCHEDULE 2
RATE CARD FOR PROFESSIONAL SERVICES

Consulting Role	UK – GBP	India – GBP
Project Manager		
Principle System Architect (PSA)		
Principle Business Architect (PBA)		
Lead System Architect (LSA)		
Lead Business Architect (LBA)		
Senior System Architect (SSA)		
Senior Business Architect (SBA)		
System Architect		
Test Lead (TA)		
Tester		
UI/UX Developer		

The rate card proposed above is valid for the period from execution of this Agreement until <end date> and can be used for any additional Statement of Works or Change Control Notices that needs to be performed to deliver additional scope.