

THIS VARIATION AGREEMENT is entered into on 24 April 2024

BETWEEN:

- (1) **DELOITTE MCS LIMITED**, a limited liability company incorporated in England and Wales (Company Registration Number 03311052) whose registered office is at 1 New Street Square, London EC4A 3HQ ("**Deloitte**"); and
- (2) **CODE FIRST GIRLS LIMITED**, a limited company registered in England and Wales (Company Registration Number 13792640) whose registered office is at 3rd Floor, 20-24 Old Street, London EC1V 9AB ("**Supplier**" or "**CFG**").

RECITALS:

- A. Deloitte and the Supplier entered into an agreement dated the 23 January 2024 as amended from time to time ("**Agreement**").
- B. The Parties wish to vary the Agreement, as set out in, and subject to the terms of, this Variation Agreement.

1. DEFINITIONS AND INTERPRETATION

- 1.1 Other than as set out in this Variation Agreement, the Agreement shall remain in full force and effect. The Parties agree that in the event of any inconsistency between this Variation Agreement and the Agreement the provisions of this Variation Agreement shall apply.
- 1.2 Words and phrases defined in the Agreement shall, unless expressly stated otherwise or if the context otherwise requires, bear the same meaning when used in this Variation Agreement.

2. VARIATIONS

In consideration of the mutual obligations and benefits construed herein, the Parties agree that, with effect from (and including) 24 April 2024;

- 2.1 The following new defined terms will be added to Schedule 1 of the Agreement:

***"Deloitte Affiliate"** means any of the following: (i) Deloitte LLP, and (ii) any affiliated entity of any of the foregoing;*

***"Order Form"** means an ordering document for a Programme purchased from CFG that has been executed hereunder by the Parties, including without limitation any attached or associated statement of work;*

- 2.2 The following clauses shall be inserted into the agreement:

3.3 Except as referenced herein or in an Order Form, the rights granted in respect of a Programme are granted only to the Customer, and do not extend to Deloitte Affiliates, which must execute a separate Order Form in order to directly access the Programme and Programme Materials, in accordance with Clause 3.4.

3.4 *Deloitte Affiliates may purchase and benefit from a Programme subject to the terms of this Agreement by executing an Order Form with CFG. By entering into an Order Form hereunder, the applicable Deloitte Affiliate shall agree to be bound by the terms of this Agreement as if it were an original party hereto.*

2.3 The provisions set out in Appendix 1 of this Variation Agreement shall be inserted at Schedule 2 (“IR35 ADDENDUM”) of the Agreement and the following clause shall be inserted into the Agreement:

16.9 The provisions set out in Schedule 2 shall apply in relation to the Supplier’s compliance with off-payroll staffing requirements known as IR35.

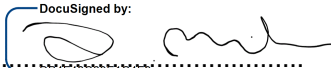
2.4 The provisions set out in Appendix 2 of this Variation Agreement shall be inserted at Schedule 3 (“SUPPLY CHAIN, ENVIRONMENTAL, SOCIAL AND GOVERNANCE”) of the Agreement

2.5 All other provisions of the Agreement shall remain in full force and effect.

2.6 This Variation Agreement is governed by English law and the Parties submit to the exclusive jurisdiction of the English courts.

SIGNED: 
.....
duly authorised for and on behalf of **CFG**

.....
Name Sophie Blinkhorn
.....
Position Operations Director.
.....
Date 2024-May-06

SIGNED: 
.....
duly authorised for and on behalf of **DELOITTE MCS**

.....
Name Duncan Milne
.....
Position Partner
.....
Date 2024-May-02

Appendix 1

Schedule 2

Provisions applicable to off-payroll working (IR35) ("IR35 ADDENDUM")

Definitions

In this IR35 Addendum, the following words and phrases shall have the following meanings:

Contracted-Out Service means any service which is not a Personal Service;

Deloitte means the Customer and any Deloitte Affiliate;

Intermediary means an intermediary (whether a company, partnership or an individual) within the meaning of Chapter 10 of Part 2 of ITEPA;

ITEPA means the Income Tax (Earnings and Pensions) Act 2003;

IR35 Employment Liabilities means all and any remuneration, claims, demands, liabilities, compensation, damages, taxes, National Insurance Contributions, penalties, fines and interest and all and any losses and liabilities including any associated legal, professional and other costs and expenses;

Personal Service means any service comprised in the Services that a Supplier Personnel personally performs or is under an obligation to personally perform for Deloitte within the meaning of 61M of Chapter 10 of Part 2 of ITEPA. For example: (i) the secondment of any Supplier Personnel to Deloitte; and, (ii) the provision of any kind of resource augmentation service to Deloitte, are each a Personal Service for the purpose of this Agreement and any service of a type similar to a secondment or resource augmentation service shall be treated likewise;

Statement of Work means a summary of the work to be carried out by the Supplier as agreed with Deloitte.

Supplier means CFG.

1. General

1.1 The Parties shall detail the Services in a Statement of Work. This IR35 Addendum governs any Statement of Work agreed by the Parties. Each Statement of Work will form a separate Contract.

1.2 The Supplier represents, warrants and undertakes that:

- (a) it is not itself an Intermediary to which any of the conditions in section 61N of ITEPA apply with respect to any Supplier Personnel and during and throughout the Term of the Agreement shall not be such an Intermediary, or shall notify Deloitte in writing in advance if it becomes or plans to become such an Intermediary; and
- (b) it is not, nor will it become prior to the expiry of this Agreement, a managed service company, within the meaning of section 61B of ITEPA. The Supplier shall on request supply to Deloitte copies of its company records and evidence demonstrating that no person who carries on a business of promoting or facilitating the use of companies to provide the services of individuals (a) benefits financially on an ongoing basis from the provision of the Services; (b) influences or controls the provision of the Services; (c) influences or controls the way in which payments to any

Supplier Personnel are made; (d) influences or controls the Supplier's finances or any of its activities; or (e) gives or promotes an undertaking to make good any tax loss.

1.3 Deloitte may at any time determine in its absolute discretion whether the Service provided by a Supplier Personnel (whether comprising all or part of the Services), is or includes a Personal Service, a Contracted-Out Service or a combination of Personal and Contracted-Out Services;

1.4 Where any Supplier Personnel is/are employed by the Supplier and is/are supplied to Deloitte and is/are subject to control and/or management by Deloitte, the Supplier will notify Deloitte if it does not, or if it ceases to (a) have a UK permanent establishment or (b) be tax resident in the UK; and

1.5 Nothing in the Agreement shall render any Supplier Personnel an employee, worker, agent or partner of Deloitte and the Supplier shall procure that no Supplier Personnel shall hold themselves out as such.

2 Personal Service

2.1 Supplier represents, warrants and undertakes that:

- (a) any Supplier Personnel supplied to Deloitte in the provision of a Personal Service (whether comprising all or part of the Services) is not and will not be engaged by an Intermediary and will either (i) be an employee of the Supplier; (ii) an employee of a third party; or, (iii) fall within section 4 or section 44 of ITEPA as workers of the Supplier or of a third party provider of personnel to the Supplier;
- (b) in the event that a Supplier Personnel is not an employee of the Supplier or a third party or is not subject to section 4 or section 44 of ITEPA as a worker of the Supplier or of a third party provider of personnel to the Supplier, that Supplier Personnel will not be engaged or otherwise utilised by the Supplier in the provision of any Personal Service to Deloitte; and
- (c) all and any income, fees, benefits, expenses, emoluments or other payments of any kind whatsoever (individually, and together the "Reward") paid to each Supplier Personnel in connection with the provision of any Personal Service will have PAYE income tax, National Insurance Contributions and the Apprenticeship Levy fully accounted for, and on time, to the extent required by relevant legislation in force from time to time.

3 Contracted-Out Service

3.1 The Supplier represents, warrants and undertakes that:

- (a) any Supplier Personnel supplied to Deloitte in the provision of a Contracted-Out Service is either (i) an employee of the Supplier; (ii) an employee of a third party; (iii) falls within section 4 or section 44 of ITEPA as workers of the Supplier or of a third party provider of personnel to the Supplier; and (iv) is not and will not be engaged by an Intermediary without the prior written consent of Deloitte provided at its sole discretion; and
- (b) For the avoidance of doubt, it is not the intention of Deloitte to withhold the consent referred to in clause 3.1(a) in respect of a Supplier Personnel, where it is agreed by Deloitte that the service provided by the Supplier Personnel is not a Personal Service.

4 Indemnity

4.1 The Supplier shall indemnify Deloitte for and in respect of:

- (a) any IR35 Employment Liabilities, any amount transferred or claim arising from or made in connection with either the performance of the Services or any Reward received or receivable by

any Supplier Personnel in connection with the Services, where such recovery by Deloitte is not prohibited by law;

- (b) any reasonable costs, expenses and any penalty, fine or interest incurred or payable by Deloitte in connection with or in consequence of any such liability, deduction, contribution, assessment or claim per clause 4.1(a), other than where the latter arises wholly and solely out of Deloitte's negligence or wilful default; and
- (c) any liability arising from any actual, prospective or alleged employment-related claim or any actual prospective or alleged claim based on employee or worker status (including all and any associated legal, professional and other costs and expenses in responding to any such claim) brought by any Supplier Personnel against Deloitte arising out of or in connection with the provision of the Services.

4.2 Subject to prior notification to the Supplier and acting reasonably to take into consideration any representations made by the Supplier, Deloitte may at its option satisfy the indemnity in clause 4.1 above (in whole or in part) by way of a reduction on any amounts due to the Supplier.

4.3 Should Deloitte determine at any time that Chapter 10 of Part 2 of ITEPA applies to any service provided by a Supplier Personnel covered by the Agreements and/or any Reward, notwithstanding the indemnity contained in clause 4.1 above, Deloitte shall notify the Supplier and subject to taking into account any representations made by the Supplier shall also be entitled to withhold from payments due to the Supplier such amount as it considers to be due to HMRC (including amounts which HMRC may have transferred to Deloitte if any) for income tax, National Insurance Contributions and Apprenticeship Levy in respect of the performance of those Services by any Supplier Personnel. Deloitte shall also be entitled to reduce the amount otherwise due to the Supplier for the Services to reflect all and any incremental legal, professional and other costs and expenses payable by Deloitte as a result of such a determination.

5 Conflicts of interest

5.1 The Supplier acknowledges that due to the regulated nature of its business, Deloitte must monitor its independence and that of its third party suppliers and any relationships with restricted entities that could potentially affect that independence. The Supplier agrees that the avoidance of a conflict of interest with Deloitte is essential in the Supplier's dealings with, and acceptance of, assignments from third parties. Accordingly, if requested by Deloitte the Supplier undertakes, and shall procure that its Personnel undertakes, to:

- (a) notify Deloitte, prior to entering this Agreement, of any pre-existing assignments (including but not limited to any appointments, directorship or posts) with a third party (including but not limited to any competitor, contractor, company, firm, individual, organisation, public body or the government) existing at the Commencement Date;
- (b) prior to accepting any assignment(s) (including but not limited to any appointments, directorships or posts) with a third party (including but not limited to any competitor, contractor, company, firm, individual, organisation, public body or the government) notify Deloitte and agree with Deloitte whether there is a conflict;
- (c) notify Deloitte about ownership of, or shareholding(s) of 10 per cent or greater in (which if in a listed entity would require disclosure to the relevant listing authority) any companies;
- (d) prior to obtaining any ownership or substantial shareholding notify Deloitte and agree with Deloitte whether there is a conflict;

- (e) advise Deloitte as soon as the Supplier or its Personnel is or becomes aware of: (i) any potential or actual conflict of interest with Deloitte; and/or (ii) any threat to Deloitte's independence under the rules of the professional and/or regulatory bodies regulating the activities of Deloitte;
- (f) so far as it relates, abide by, and procure that the Personnel abide by, Deloitte's rules in relation to share dealing, conflicts of interest and independence from time to time in force and available on Deloitte's intranet site or otherwise as notified to the Supplier in writing by Deloitte, as if the rules were addressed to the Supplier;
- (g) without limitation, if the Contractor or Personnel participates, during the course of this Agreement, in any engagement to provide professional services for a client of Deloitte, the Contractor or Personnel shall not, and shall ensure that any spouse, spousal equivalent and dependents of the Personnel do not, without the prior written consent of Deloitte, hold a financial interest in that client; and
- (h) promptly complete and submit (as directed by Deloitte) the independence disclosure form provided by Deloitte and to update Deloitte with respect to any changes to the content of the form which may occur from time to time during the term of this Agreement. The template independence disclosure form shall be provided by Deloitte from time to time.

5.2 In the event that Deloitte notifies the Supplier and/or the Personnel that it has identified circumstances that would result in the independence of Deloitte or the Deloitte Group being impaired with respect to any client by being in violation of the applicable auditor independence requirements (including but not limited to a change in shareholder or external auditor) the Supplier accepts that Deloitte may immediately terminate this Agreement or any relevant Statement of Work in accordance with this IR35 Addendum.

Appendix 2

Schedule 3

SUPPLY CHAIN, ENVIRONMENTAL, SOCIAL AND GOVERNANCE

1. Greenhouse gas emissions:

- a. Supplier will develop an action plan for reducing greenhouse gas emissions and use good faith efforts to achieve such goals
- b. Upon request from Deloitte, Supplier shall complete CDP Climate Change questionnaire (<https://www.cdp.net/en>) including the Supply Chain section of the questionnaire regarding products and services provided to Deloitte.

2. Science-based targets (“SBT”):

- a. By 2025, using the standards and criteria listed on the SBT website (<https://sciencebasedtargets.org/>), Supplier shall set a near-term SBT goal for reducing greenhouse gas emissions that is validated by the Science Based Targets initiative (SBTi).
- b. Supplier will use good faith efforts to achieve such goals.

3. Renewable energy:

- a. The Supplier should purchase 100% renewable electricity before 2030. Renewable electricity purchases shall follow criteria set out by RE100 in the RE100 Technical Criteria document available on the RE100 website (www.theRE100.org).
- b. Supplier shall publicly report percent of renewable electricity used.

4. Labour and human rights:

- a. Supplier shall comply with the International Labour Organization (ILO) Principles (www.ILO.org) in respect to human rights and conditions of employment.
- b. Supplier shall annually publicly report on its efforts to minimize slavery, forced labour, and child labour its operations and supply chain.

5. Workplace Rights:

- a. The Supplier shall at the minimum pay all employees and contractors in accordance with the applicable legal minimum wage standard or relevant collective agreements.

6. Reporting:

- a. Upon request from Deloitte, Supplier shall provide data and evidence to demonstrate compliance with the points in this schedule.

7. Engagement:

- a. Upon request from Deloitte, a senior executive from the Supplier shall meet annually with Deloitte’s Head of Corporate Responsibility/Sustainability and Head of Procurement or their designees to discuss the points in this clause and other actions taken by Supplier to address sustainability issues in their operations and supply chain.