



Private and Confidential
Subject to Contract

DATED [●]

FRAMEWORK SERVICES AGREEMENT

BETWEEN

CLEARROUTE LTD

AND



This Agreement is made on [●] (“Effective Date”)

BETWEEN

- (1) **CLEARROUTE LIMITED**, a company incorporated in England (Registered Company Number 14042907), having its registered office at Aldwych House, 81 Aldwych, London, England, WC2B 5HN (the “**Supplier**”); and
- (2) [●], a company incorporated in [●], (Registered Company Number [●]) and having its registered office at [●] (the “**Client**”).

(hereinafter referred to individually as a “Party” and collectively as “the Parties”)

WHEREAS

- (a) The Supplier has skills and expertise in IT-related technical programme and project delivery, specialising in Cloud Platforms, Continuous Testing and Release Automation; some or all of which are of interest to the Client; and
- (b) The Parties have agreed that the Supplier will provide services to the Client on the terms set out in this Agreement.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following words used in this Agreement shall have the following meanings, unless stated otherwise:

“ Agreement ”	these terms and conditions together with the Schedules attached;
“ Background Materials ”	those items provided under this Agreement, which were created by the Supplier prior to, or independently of, the provision of the Services, excluding at all times any Third Party Software;
“ Bribery Act ”	the Bribery Act 2010;
“ Business Day ”	a day other than a Saturday, Sunday or bank or public holiday in England;
“ Change Control Procedure ”	the procedure to be followed by the Parties whenever either Party wishes to make a change to the Agreement or any Statement of Work, as outlined in Schedule 1;
“ Charges ”	the charges for the Services set out in, and calculated in accordance with, the relevant Statement of Work;
“ Confidential Information ”	information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of each party or its Group Companies, trade secrets including, without limitation, technical data and know-how relating to the business of each party or its Group Companies or any of their respective suppliers, customers, agents, distributors, shareholders, management or business contacts, whether or not such information (if in anything other than oral form) is marked confidential;

“Consultant”	any individual or Contractor supplied by the Supplier to carry out work in fulfilment of the Services, including any person named in the relevant Statement of Work;
“Data Protection Legislation”	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/ 2426) as amended;
“Data Subject”	the individual who is the subject of Personal Data (as described in the applicable Data Protection Legislation);
“Force Majeure Event”	has the meaning given in clause 14;
“Foreground Material”	any Intellectual Property Rights that arise or are developed by the Supplier in the course of or in connection with the provision of the Services as outlined in the applicable Statement of Work;
“Group”	in relation to each party, its subsidiaries, any holding company of such party and any other subsidiary of such holding company (the term “holding company” and “subsidiary” being as defined in sections 1159 and 1160 of the Companies Act 2006) together with any company under common ownership with that party from time to time;
“Initial Period”	12 months from the Effective Date;
“Intellectual Property Rights”	all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world and Intellectual Property Right means any one of the Intellectual Property Rights;
“Personal Data”	has the meaning given in the Data Protection Legislation;
“Services”	any services identified from time to time by mutual agreement provided by the Supplier being those described in the relevant Statement of Work;
“Software”	the Supplier Software and/or the Third Party Software (as appropriate);
“Subject Access Requests”	a request from a Data Subject concerning their Personal Data;
“Supplier Software”	means all computer programs and applications and related materials owned, licensed or used by the Supplier in providing the Services (excluding Third Party Software);
“Statement of Work”	a signed agreement for the purchase by the Client from the Supplier of Services (including all appendices thereto and all amendments to any of them as agreed from time);
“Supplier Personnel”	an employee, consultant or subcontractor of the Supplier tasked by the Supplier with undertaking duties in connection with this Agreement;
“Third Party Software:	means any software programs or applications of third parties which are either (a) supplied to the Client by the relevant third party and not by the

	Supplier or (b) licensed to the Client via the Supplier, as specified in the relevant Statement of Work; and
“Transfer Regulations”	the Transfer of Undertakings (Protection of Employment) Regulations 2006.
“VAT”	value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 A reference to a **holding company** or a **subsidiary** means a holding company of a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.
- 1.7 Unless the context requires otherwise, words in the singular shall include the plural and vice versa.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 A reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time and, in the case of a statute, includes any subordinate legislation made under that statute from time to time.
- 1.10 A reference to **writing** or **written** includes emails.
- 1.11 Where the words **include(s)**, **including** or **in particular** are used in this agreement, they are deemed to have the words “without limitation” following them.
- 1.12 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.13 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule.
- 1.14 Unless expressly stated otherwise in this Agreement, nothing in this Agreement confers or is intended to confer any rights on any third party pursuant to the Contracts (Right of Third Parties) Act 1999.
- 1.15 In the event of and to the extent of any conflict or inconsistency between them, unless otherwise stated in the relevant Statement of Work, the following order of precedence shall apply:
- 1.15.1 the Statement of Work; then
- 1.15.2 this Agreement.

2. PERFORMANCE OF SERVICES BY SUPPLIER

- 2.1 The Client appoints the Supplier to provide the Services (and the Supplier agrees to provide the Services) on the terms and subject to the clauses set out in this Agreement and the relevant Statement of Work.
- 2.2 The Supplier's method of the performance of the Services shall be its own and will not be under the direction, supervision or control of the Client. Nevertheless, the Supplier shall:
 - 2.2.1 provide the Services with reasonable skill and care;
 - 2.2.2 use its reasonable endeavours to meet any deadlines set out for completion of any Services;
 - 2.2.3 provide the Client with such information and reports as it may reasonably require in connection with matters relating to the provision of the Services;
 - 2.2.4 perform the Services in compliance with all applicable laws, enactments, orders, regulations, standards and other similar instruments and all applicable provisions of this agreement and will obtain and maintain in force for the Term all licences, permissions, authorisations, consents and permits needed to perform the Services in accordance with the terms of this agreement; and
 - 2.2.5 use its reasonable endeavours to ensure that the Consultant is available at all times on reasonable notice to provide such assistance or information as the Client may require.
- 2.3 The Supplier shall use its reasonable endeavours to ensure that any Consultants specifically named in a Statement of Work are deployed by the Supplier in performing the Services but, for the avoidance of doubt, the Supplier may substitute Consultants with persons who, in the Supplier's reasonable opinion, possess comparable skill, expertise and resources to deliver the relevant Services.
- 2.4 If the Supplier anticipates or is aware of any delay or interruption in its provision of the Services for any reason the Supplier shall advise the Client of that fact as soon as reasonably practicable.
- 2.5 The Supplier shall ensure that it shall comply with all necessary background screening measures required by the Client and made known to the Supplier in writing in advance of any Consultant being assigned to perform the Services.
- 2.6 The Supplier shall comply with the Client's health and safety procedures from time to time in force at the premises where the Services are provided (if applicable) and which are made known to the Supplier in writing in advance.
- 2.7 The Supplier warrants that it has the right, power and authority to enter into this Agreement, to grant to the Client any rights contemplated and specified in this Agreement and to supply the Services.

3. CLIENT CONTRACTING PARTY RESPONSIBILITIES

- 3.1 The Client shall at its own cost:
 - 3.1.1 co-operate reasonably with the Supplier in all matters relating to the Services;
 - 3.1.2 provide the Supplier and all Consultants reasonable, free of charge and timely access to its premises, office accommodation, data and other facilities as may be reasonably necessary for the proper delivery of the Services;
 - 3.1.3 provide the Supplier with such information and access to its personnel as the Supplier may reasonably require in connection with matters relating to the provision of the Services;

- 3.1.4 agree and acknowledge that the Supplier is entitled to seek, apply for and accept contracts to supply Services to other customers and clients during the currency of this Agreement and to deploy Consultants for such purposes;
 - 3.1.5 inform the Supplier of any health and safety rules and regulations and any other reasonable site rules or security requirements effective at the Client's premises;
 - 3.1.6 appoint a Client project manager, who shall have the authority to contractually bind the Client on all matters relating to this Agreement. The Client shall use reasonable endeavours to ensure continuity of the Client's project manager; and
 - 3.1.7 comply with all applicable laws and regulations with respect to its activities under this Agreement.
- 3.2 The Client shall ensure that any computer and operating system and any other hardware or software which the Supplier is asked by the Client to use or modify for the purposes of performing the Supplier's obligations is either the property of the Client or is legally licensed to the Client and that the Supplier is authorised to use the same.

4. SUPPLIER RELIEF

- 4.1 The Supplier shall not be liable for any failure to perform its obligations under this Agreement to the extent that the Supplier is prevented from performing its obligations under this Agreement as a result of a failure by the Client to perform any of its own obligations under this Agreement or a Force Majeure Event as defined in clause 13.1 (each a "**Relief Event**"), provided that the Supplier takes all reasonable steps to perform its obligations and deliver the Services to the extent that it is still reasonably able to do so notwithstanding the Relief Event.

5. CHANGES TO THE SERVICES

- 5.1 Save as otherwise expressly provided in this Agreement, any change to or requirement for a change to the Services or for the provision of additional services or facilities, shall be subject to the Change Control Procedure as set out in Schedule 1.

6. CHARGES

- 6.1 In consideration of the provision of the Services, the Client shall pay the amounts set out in the relevant Statement of Work.
- 6.2 Save as otherwise agreed, Charges shall be payable in arrears thirty (30) days after the date of the Supplier's invoice. All Charges payable under this Agreement shall be exclusive of value added tax. Time for payment of invoices shall be of the essence.
- 6.3 For any Charges calculated by reference to daily rates, the Client shall approve any accurate timesheets submitted by the Supplier on a weekly basis and forward these promptly to the Supplier at the end of each calendar month and in any event no later than the third working day of the next calendar month, for Services provided in the immediately preceding month, to enable calculation and invoicing of the relevant Charges.

- 6.4 Reasonable and identified expenses incurred by the Supplier shall be recoverable as set out in a Statement of Work or otherwise with the Client's prior written consent (not to be unreasonably withheld). Any expenses shall be reimbursed at cost provided that the Supplier will charge VAT on the net amount of expenses where required. Supplier shall provide receipts will be required for all expenses, where available.
- 6.5 If Supplier has not received payment within five (5) days after the due date, and without prejudice to any other rights and remedies of the Supplier, then:
- 6.5.1 the Supplier shall be under no obligation to provide any or all of the Services (or the Software, if applicable) while the invoice(s) concerned remain unpaid and Supplier shall be entitled to suspend delivery of Services or use of Software that have/has not been paid for; and
- 6.5.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate from time to time of the Royal Bank of Scotland plc, such interest to accrue on a daily basis from the last due date for payment until the date payment is actually made. It is agreed that the provisions of this clause constitute a substantial remedy for the purposes of section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998.
- 6.6 If the Client disputes any Charges, it shall inform the Supplier of such dispute at the earliest reasonable opportunity and in any event on or prior to the last due date for payment of the affected Charges by providing details of the affected Charges and the reasons for the dispute. The Parties shall co-operate and work together in good faith to resolve the dispute and the Supplier shall be entitled to invoice and collect payment for any undisputed element of such Charges pending resolution of the dispute in accordance with this Agreement.

7. LIABILITY

- 7.1 The Supplier shall indemnify the Client in full against all claims, direct loss, damages, interest, and costs (on a full indemnity basis including reasonable legal expenses) awarded against or paid by the Client as a result of any breach by Supplier of:
- 7.1.1 Clause 8 (Intellectual Property)
- 7.1.2 Clause 9 (Confidentiality)
- 7.2 Neither party shall limit or exclude its liability in respect of:
- 7.2.1 death or personal injury to any person arising out of in connection with its performance of this Agreement to the extent only that such death or injury is caused wilfully or by its negligent performance of or its failure to perform its obligations under this Agreement;
- 7.2.2 its fraud or fraudulent misrepresentation; and/or
- 7.2.3 any other liability which cannot be limited or excluded at law.
- 7.3 Subject to clause 7.2, in the case of all breaches of clause 10 (Protection of Personal Data) the Suppliers liability to the Client shall be limited to the sum of one million pounds sterling (£1,000,000) in aggregate.
- 7.4 Without prejudice to clause 7.2, in no event shall either party be liable to the other for any indirect loss or damage or for loss of profit, business, revenue, data, savings (anticipated or otherwise) or goodwill.

7.5 Subject to clause 7.2, the aggregate liability of the Supplier under or arising out of this Agreement (whether in tort, contract, indemnity or otherwise) shall in no event exceed the greater of:

7.4.1 £1,000,000 (one million pounds sterling); and

7.4.2 one hundred per cent (100%) of the Charges paid or payable by Client for the Services during the term of this Agreement.

7.6 The provisions of this clause 7 shall survive the expiry or termination of this Agreement and shall continue in force and effect.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Client acknowledges and agrees that the Supplier (and where applicable, its licensors) owns all Intellectual Property Rights in the Software and the Services unless otherwise expressly agreed by the Supplier in writing. Except as expressly stated herein or in the relevant Statement of Work, this Agreement does not grant the Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other licenses in respect of the Software or the Services.

8.2 The Supplier shall own all Background Materials except where it is agreed by the parties in a Statement of Work or amended Statement of Work that the Client will own specified elements or features of the Software.

8.3 The Supplier warrants that the Services and the Deliverables do not and will not infringe any Intellectual Property Rights of any third party.

8.4 In the event the Client wishes to seek indemnity for any actual breach of this clause 8, Client shall promptly notify the Supplier of any claim made by a third party against the Client. Upon receipt of such notice, the Supplier may assume the sole defence thereof with counsel of its choice. The Client shall (at the Suppliers expense) cooperate in all reasonable respects in such defence.

9. CONFIDENTIALITY

9.1 Each Party hereby undertakes to the other to:

9.1.1 keep all Confidential Information of the other (the "Disclosing Party") that is obtained by such Party (the "Recipient") confidential;

9.1.2 implement reasonable security measures and practices against any unauthorised copying, use, disclosure, access, damage or destruction of the Disclosing Party's Confidential Information;

9.1.3 not, without the prior written consent of the Disclosing Party, disclose the Disclosing Party's Confidential Information in whole or in part to any other person save those of its officers employees, agents and sub-contractors involved in the provision or receipt of the Services and who need to know the Disclosing Party's Confidential Information in question;

9.1.4 use the Disclosing Party's Confidential Information solely in connection with the provision or receipt of the Services;

- 9.1.5 immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form or is required by law to disclose any of the Disclosing Party's Confidential Information; and
 - 9.1.6 without limiting any of the foregoing, treat the Disclosing Party's Confidential Information with at least the same degree of care that it uses for its own confidential information and not less than a reasonable degree of care.
- 9.2 The provisions of clause 9.1 shall not apply to any information which:
 - 9.2.1 is or becomes public knowledge other than by breach of this clause 9;
 - 9.2.2 is in the possession of the Recipient without restriction in relation to disclosure before the date of receipt from the Disclosing Party;
 - 9.2.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - 9.2.4 is independently developed without access to any Confidential Information belonging to the other.
- 9.3 The Recipient may disclose Confidential Information of the Disclosing Party to the minimum extent required by:
 - 9.3.1 any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body;
 - 9.3.2 the rules of any listing authority or stock exchange on which the shares of its Parent Company are listed or traded; or
 - 9.3.3 the laws or regulations of any country with jurisdiction over the affairs of the Recipient or any member of the Recipient's Group to which the Confidential Information is provided in accordance with this Agreement.

10. PROTECTION OF PERSONAL DATA

- 10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation.
- 10.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client 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).
- 10.3 Without prejudice to the generality of clause 10.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this Agreement.
- 10.4 Where Personal Data is to be processed pursuant to this Agreement, the Parties shall ensure that the relevant Statement of Work set out the subject matter and duration of processing, the nature and purpose of the processing, the type of personal data and categories of Data Subjects.
- 10.5 Without prejudice to the generality of clause 10.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Agreement:

- 10.5.1 process that Personal Data only on the written instructions of the Client unless the Supplier is required by 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 (**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 Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Client;
 - 10.5.2 ensure that it has in place appropriate technical and organisational measures to protect against accidental or unlawful destruction or loss of, alteration of, unauthorised disclosure or access to, Personal Data, appropriate to the harm that might result from such activity and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - 10.5.3 ensure that all Supplier Personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - 10.5.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the Client or the Supplier has provided appropriate safeguards in relation to the transfer in accordance with Data Protection Legislation;
 - 10.5.5 provide reasonable assistance to the Client, at the Client's cost, 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, impact assessments and consultations with supervisory authorities or regulators;
 - 10.5.6 notify the Client within forty-eight (48) hours of becoming aware of a Personal Data breach;
 - 10.5.7 at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Agreement unless required by Applicable Law to store the Personal Data; and
 - 10.5.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 10.5.
- 10.6 The Supplier shall not appoint any third party processor of Personal Data (**Sub-Processor**) under this Agreement without the prior written consent of the Client (such consent not to be unreasonably withheld, conditioned or delayed). In the event that a Supplier does appoint a Sub-Processor in accordance with this clause 10.6, the Supplier shall:
- 10.6.1 impose the same data protection obligations on the Sub-Processor as are set out in this Agreement: and
 - 10.6.2 ensure that the Sub-Processor does not process personal data except on instructions from the Data Controller.

11. INSURANCE

11.1 Supplier shall, at its own expense, effect and maintain insurance with reputable insurers carrying on business in the United Kingdom sufficient to cover its obligations under this Agreement including:

11.1.1 employer's liability in accordance with the Employer's Liability (Compulsory Insurance) Act 1969;

11.1.2 professional indemnity insurance; and

11.1.3 public liability insurance.

12. TERM AND TERMINATION

12.1 This Agreement shall take effect on the Effective Date and shall continue for the Initial Period and thereafter until terminated in accordance with this clause 12.

12.2 Either party may terminate this Agreement for convenience and without liability (save for Charges due up to the point of termination) upon no less than 30 days' written notice to the other party (such notice not to expire before the end of the Initial Period).

12.3 Either party may terminate the Agreement immediately by giving notice to the other in writing if:

12.3.1 the other commits a material breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy the breach within thirty (30) days of a notice in writing requiring the breach to be remedied and giving details of the breach and notice of its intention to terminate;

12.3.2 the other commits a material or persistent breach of any of the provisions of this Agreement that is not capable of remedy;

12.3.3 the other party commits a series of breaches which whilst individually are not material, when taken together are, provided that, where such breaches are capable of remedy it shall have failed to remedy all such breaches within thirty (30) days of written notice being given to it to do so;

12.3.4 the other has a petition filed, notice given, a resolution passed or an order made for or in connection with the bankruptcy or winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

12.3.5 an application is made to court, or an order is made for the appointment of an administrator or the appointment of a receiver over the assets of the other party, a notice of intention to appoint an administrator is given or an administrator is appointed over the other party; or a floating charge holder over the assets of that party has become entitled to appoint, or has appointed an administrative receiver;

12.3.6 the other suspends, or threatens to suspend payments of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of doing so, in either case, within the meaning of section 268 of the insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- 12.3.7 the other commences negotiations with some or all 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 its creditors;
 - 12.3.8 the other undergoes or suffers any event or proceedings against them which has an effect equivalent or similar to any of events specified in these sub-clauses in any other jurisdiction;
 - 12.3.9 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
 - 12.3.10 the other ceases to hold any licence, consent, registration or authorisation that is necessary or appropriate for it to hold for the purposes of this Agreement.
- 12.4 For the purposes of this clause a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not a condition of the relevant provision).
- 12.5 The rights to terminate this Agreement and the exercise of such rights shall not prejudice any other right or remedy of either party in respect of any breaches of this Agreement.
- 12.6 Expiry or termination of this Agreement shall not affect any rights or liabilities that have accrued up to the date of expiry or termination. Nor shall it affect the continuation in force of any provision of this Agreement that is expressly or by implication intended to continue in force after expiry or termination.

13. OBLIGATIONS ON TERMINATION

- 13.1 This clause 13 shall apply on termination of this agreement and on the termination of individual Services. References to the Services shall where applicable be read as a reference to the relevant individual Services.
- 13.2 The Subcontractor shall provide such assistance as the Client may reasonably require to effect a full and orderly transfer of the Services to the Client or to a third party nominated by the Client. The Supplier shall furnish the Client or third party with any information or documents required to perform the Services. All such assistance shall be provided on a timely basis.
- 13.3 The Client shall be responsible for all reasonable costs incurred by the Supplier in discharging its obligation under clause 13.1 and clause 13.2, except where the agreement has been terminated by reason of the Supplier's breach in which case the Supplier shall be responsible for such costs.
- 13.4 The Supplier shall deliver to the Client all documents, information, and materials generated by the Supplier in connection with the provision of the Services.

14. FORCE MAJEURE

- 14.1 A party shall not be in breach of this Agreement, nor liable for any failure or delay in performance of any obligations under this Agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("**Force Majeure Event**"), including without limitation fire, flood, earthquake, windstorm or other natural disaster, war, imposition of sanctions, terrorism, nuclear, chemical or biological contamination or sonic boom, epidemic or pandemic, extreme adverse weather conditions, travel disruption or any labour dispute (other than with such party's own workers).

- 14.2 If the Force Majeure Event prevails for a continuous period of more than thirty (30) days, either party may terminate this Agreement by giving seven (7) days' written notice to the other party. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

15. NON-SOLICITATION

- 15.1 The parties shall not, without the prior written consent of the other party, at any time from the date of this Agreement to the expiry of 6 months after the last date of supply of the Services, solicit or entice away or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of either party in the provision of the Services ("**Restricted Staff**"). Neither party shall be in breach of this clause if it engages Restricted Staff as a result of a recruitment campaign not specifically targeted to any employees, consultants or sub-contractors.
- 15.2 The provision of this clause shall survive the termination or expiry of the Agreement and continue in force and effect.

16. SUB-CONTRACTING

- 16.1 Supplier Contracting Party shall be liable for the acts and omissions of any sub-contractor. Notwithstanding the use of any sub-contractor, Supplier shall remain solely liable to the Client for the performance of Supplier's obligations under this Agreement.

17. NOTICES

- 17.1 Any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at its registered office for the time being or by sending it by fax to the fax number notified by the relevant party to the other party or by sending it by email to the email address notified by the relevant party to the other party. Any such notice shall be deemed to have been received if delivered personally, at the time of delivery or in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting.

Notices to Client:

FAO (Title): [●]

Address: [●]

Notice to Supplier:

FAO (Title): Client Contracts

Address: ClearRoute Ltd., Aviation House, 125 Kingsway, London, England, WC2B 6NH

18. BRIBERY ACT

- 18.1 Each party:
- 18.1.1 shall not and shall ensure that any of its employees, consultants, agents, or sub-contractors shall not commit a Prohibited Act in connection with this Agreement;
 - 18.1.2 warrants, represents and undertakes to the other party that it is not aware of any financial or other advantage being given to any person working for or engaged by the other party, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the other party before execution of this Agreement.
- 18.2 Each party shall have and maintain an anti-bribery policy (which shall be disclosed to the other party on written request).

19 MODERN SLAVERY ACT

- 19.1 Each party shall:
- 19.1.1 comply with all applicable laws, regulations, codes and sanctions relating to the Modern Slavery Act 2015 (“**Relevant Requirements**”);
 - 19.1.2 not engage in any activity, practice or conduct which would constitute an offence under the Modern Slavery Act 2015; and
 - 19.1.3 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Modern Slavery Act 2015, to ensure compliance with the Relevant Requirements and will enforce them where appropriate.

20 DISPUTE RESOLUTION

- 20.1 If any dispute arises between the parties out of or in connection with this Agreement, the matter shall be referred in the first instance to the account managers of each party who shall use their best efforts to resolve it.
- 20.2 If the dispute is not resolved within 10 Business Days of the referral being made under clause 20.1, the matter shall then be referred to the Supplier’s Chief Operating Officer and to the Client’s **[Insert Client Executive]** for resolution.
- 20.3 Either party may issue formal legal proceedings or commence arbitration if the escalation paths under clauses 20.1 and 20.2 have not resulted in a resolution agreed by both parties.

20 SURVIVAL OF OBLIGATIONS

- 20.1 On termination of this agreement (howsoever arising), any provision which expressly or by implication is intended to come into or continue in force shall remain in full force and effect, including:
- (a) Clause 7 (Liability)
 - (b) Clause 8 (Intellectual Property Rights)
 - (c) Clause 9 (Confidentiality)

(d) Clause 10 (Protection of Personal Data)

(e) Clause 13 (Obligations on Termination)

21 GENERAL

- 21.1 No delay or failure by either party in enforcing its rights will constitute a waiver of its rights or affect the obligations of the other party and any waiver by a party of its rights hereunder shall only take effect if issued in writing.
- 21.2 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.
- 21.3 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.
- 21.4 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 21.5 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 21.6 This Agreement and any documents referred to in it constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this Agreement.
- 21.7 Each party acknowledges that, in entering into this Agreement, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 21.8 The Client shall not, without the prior written consent of Supplier, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 21.9 The parties are independent businesses and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.
- 21.10 Each party must pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

22 GOVERNING LAW & JURISDICTION

- 22.1 This Agreement shall be construed according to the laws of England and Wales. The parties irrevocably agree that the English courts shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.

This Agreement is executed by the parties as follows:

Signed: _____

Date: _____

Name: _____

Position: _____

For and on behalf of ClearRoute Limited

Signed: _____

Date: _____

Name: _____

Position: _____

For and on behalf of XXX

SCHEDULE 1
CHANGE CONTROL PROCEDURE

1. The Supplier and the Client shall discuss any changes to the Services proposed by the other Party and such discussion shall result in either:
 - 1.1 a written request for a change by Client; or
 - 1.2 a written recommendation for a change by the Supplier,
 - 1.3 or, if neither Client nor the Supplier should wish to submit a request or recommendation, the proposal for the change will not proceed.
2. Where a written request for a change is received from Client, the Supplier shall (acting reasonably), unless otherwise agreed, submit a signed Change Control Form ("CCF") to Client within the period agreed between them or, if no such period is agreed, within five (5) Working Days from the date of receipt of such request for a change, or inform Client that such requested change is not possible.
3. A written recommendation for a change by the Supplier shall be submitted as a CCF, signed by the Supplier, direct to Client at the time of such recommendation.
4. Each CCF shall contain:
 - (a) the title of the change;
 - (b) the originator and the date of the request or recommendation for the change;
 - (c) the reason for the change;
 - (d) the full details of the change, including any specifications;
 - (e) the price, if any, of or associated with the change;
 - (f) a timetable for implementation, together with any proposals for acceptance of the change;
 - (g) the impact, if any, of the change on other aspects of the Agreement; and
 - (h) the date of expiry of validity of the CCF (which shall not be less than ten (10) Working Days).
5. For each CCF submitted, Client shall, within the period of validity of the CCF as envisaged in paragraph 4:
 - 5.1 allocate a sequential number to the CCF;
 - 5.2 evaluate the CCF, and as appropriate either:
 - (a) request further information; or
 - (b) approve the CCF; or
 - (c) notify the Supplier of the rejection of the CCF; and

- 5.3 if approved, arrange for two copies of the approved CCF to be signed for and on behalf of Client. The signing of the CCF will signify acceptance of a change by both Client and the Supplier.
- 6. Once signed by Client in accordance with paragraph 5.3:
 - 6.1 the change shall be immediately effective;
 - 6.2 the Supplier shall perform its respective obligations on the basis of the agreed amendment; and
 - 6.3 the Agreement shall be deemed amended to the extent only as set out in that CCF.