THIS AGREEMENT is made on

PARTIES

(1) APEX SYSTEMS GLOBAL LIMITED, a company incorporated in [England and Wales] under number [ ] whose registered office is at [ ] ("Apex"); and

(2) [ ] ("Client")

(each of Apex and the Client being a party and together Apex and the Client are the parties).

BACKGROUND

A Apex conducts the business of supplying professional IT services to other businesses.

B The parties have agreed that Apex shall supply services to the Client on the terms ser out in this agreement.

1. Interpretation

The definitions and rules of interpretation in this condition apply in this agreement.

1.1 Definitions:

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

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

Confidential Information: has the meaning given in condition 9 (Confidentiality).

Consultant: Apex's consultant for the Works Order, appointed in accordance with condition 5.3.

Deliverables: any tangible or intangible products and materials developed by Apex in relation to the Works Order in any media, including computer programs, data, diagrams, reports and specifications (including drafts), deliverables and work results which Apex provides as part of the Services.

Intellectual Property Rights: patents, rights to inventions, modification, discovery, development, customisation, configuration, improvement, process, copyright and related rights, datum, technique, know-how, secret, trade secret, trade marks, trade names, rights in domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights,

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.

Mandatory Policies: Apex's business policies [and codes] [attached **OR** listed] in the Schedule, as amended by notification to the Client from time to time.

Pre-existing Materials: materials which existed before the commencement of the Works Order.

Services: the services to be provided by Apex under the Works Order.

VAT: value added tax imposed by the Value Added Tax Act 1994 or any similar tax chargeable in the UK or elsewhere.

Works Order: the Client's order and Apex's acceptance of it under condition 3, the agreed form of document attached to Schedule 2 .

1.2 Condition, 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 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.8 A reference to **writing** or **written** excludes faxes [and email **OR** but not email].

1.9 References to conditions and Schedules are to the conditions and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.10 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Application of conditions

2.1 This agreement shall:

(a) apply to and be incorporated in the Works Order; and

(b) prevail over any inconsistent terms or conditions contained in, or referred to in, the Client's communications with Apex, or specification, or implied by law, trade custom, practice or course of dealing.

2.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Works Order shall be binding on Apex unless in writing and signed by a duly authorised representative of Apex.

3. Effect of the order

3.1 The executed Works Order constitutes an offer by the Client to purchase the Services specified in it on these terms and the acknowledgement by Apex, or Apex's commencement or execution of work pursuant to the Works Order, shall establish a contract for the supply and purchase of those Services on these terms. The Client's standard terms and conditions (if any) attached to, enclosed with, or referred to in, the order shall not govern the Works Order.

4. Term

4.1 This agreement shall commence on the date it is executed by all parties, and continue for an initial term of one year ("**Initial Term**").

4.2 At the end of the Initial Term the agreement shall continue on a month by month basis unless either party has given the other party thirty days prior written notice to terminate the agreement.

5. Apex's obligations

5.1 Apex shall use reasonable endeavours to manage and complete the Works Order, and to deliver the Deliverables to the Client, in accordance in all material respects with it.

5.2 Apex shall use reasonable endeavours to meet the performance dates specified in the Works Order, but any such dates shall be estimates only and time shall not be of the essence of the Works Order.

5.3 Apex shall appoint the Consultant(s) who possess the necessary skills and abilities to complete the Services relating to the Works Order. Apex shall use reasonable endeavours to ensure that the same person(s) act as the Consultant(s) throughout the Works Order,

but may replace a person from time to time where reasonably necessary in the interests of Apex's business.

6. Client's obligations

6.1 The Client shall:

(a) co-operate with Apex and its Consultant in all matters relating to the Works Order;

(b) provide in a timely manner such access to the Client's premises and data, and such office accommodation and other facilities, as is requested by Apex;

(c) provide in a timely manner such information as Apex may request, and ensure that such information is accurate in all material respects;

(d) be responsible (at its own cost) for preparing the relevant premises for the supply of the Services;

(e) inform Apex in a timely manner of any matters (including any health, safety or security requirements) which may affect the provision of the Services; and

(f) evaluate the Services and Deliverables and notify Apex whether such Services and or Deliverables are accepted or rejected within five Business Days of receipt of the Services and/or Deliverables ("**Review Period**").

6.2 Any Services and or Deliverables not rejected in writing within the Review Period shall be deemed to be accepted by the Client. Apex shall not be liable for any claims, costs, expenses, damages, obligations or losses arising from or in connection with the Services and or Deliverables after the Review Period.

6.3 If Apex's performance of its obligations under the Works Order is prevented or delayed by any act or omission of the Client or the Client's agents, subcontractors, Consultants(s) or employees, the Client shall in all circumstances be liable to pay to Apex on demand all reasonable costs, charges or losses sustained or incurred by it, subject to Apex confirming such costs, charges and losses to the Client in writing. Such losses shall include, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere.

6.4 If the Consultant(s) performance, in the Client's reasonable opinion is not satisfactory and Apex accepts the Client's opinion, then the Client may request the removal and replacement of the Consultant(s), provided that the Client has not and does not intend to breach any discriminatory law or regulation.

6.5 The Client may approve the Consultant's time records either in paper or electronic form, which shall constitute the Client's acceptance of the Services provided by the Consultant

and to the immediate payment of the fees for such Services. Apex will keep a record of such time records.

6.6 The Client shall not, without the prior written consent of Apex, at any time from the date of the Works Order to the expiry of twelve months after the completion of the Services, solicit or entice away from Apex or employ or attempt to employ any person who is, or has been, engaged as an employee, Consultant or subcontractor of Apex.

6.7 Any consent given by Apex in accordance with condition 6.4 shall be subject to the Client paying to Apex on demand a sum equivalent to 20% of the then current annual remuneration of Apex's employee, Consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Client to such employee, Consultant or subcontractor.

7. Charges and payment

7.1 Condition 7.2 shall apply to the Services which are to be provided on a time-and-materials basis, unless otherwise stated in the Works Order.

7.2 Apex shall invoice the Client for the amounts stated in the Works Order and at the intervals prescribed therein.

7.3 The Client shall reimburse Apex for all ordinary, necessary and reasonable expenses incurred while performing Services on behalf of the Client that have been approved in advance by the Client.

7.4 Unless otherwise stated in the Works Order, payment in full for invoices shall be due within fifteen days from the invoice date at the Apex lockbox location noted below.

7.5 Invoices that are more than seven days overdue are subject to a late payment charge of one percent per month on the amount of the arrears. Interest will not be compounded on the amount of the arrears.

7.6 All payments made by the Client under this agreement are exclusive of VAT. Apex shall provide the Client with a valid VAT invoice. The Client shall pay any stamp duties or similar transfer taxes imposed on the supplies made under this agreement and shall reimburse Apex for any such stamp duties or similar transfer taxes paid by Apex. If the Client is required to make any deduction for or on account of tax from any payment due under this agreement (**Tax Deduction**):

(a) The Client shall account to the relevant tax authority for such Tax Deduction and shall provide evidence to Apex that it has so accounted.

(b) The amount of the payment due under this agreement shall be increased so that Apex receives an amount equal to the amount that would have been received by it, had the Client not been required to make any Tax Deduction.

The Client and Apex shall co-operate to minimise the amount of any Tax Deduction. If following the making of a Tax Deduction, Apex determines that it (or any member of the Apex's group) has received and retained any credit, relief or other benefit as a result of the Tax Deduction, Apex shall pay such amount to the Client as Apex determines would leave Apex in the same position as if the Client had not been required to make any Tax Deduction.

7.7 Without prejudice to any other right or remedy that Apex may have, if the Client fails to pay Apex on the due date Apex may suspend all Services without any liability to the Client for interruption of pending work, until payment has been made in full.

7.8 Time for payment shall be of the essence of the Works Order.

7.9 The Client shall pay each invoice submitted to it by Apex in full, and in cleared funds, within 15 days of receipt

7.10 All payments payable to Apex under the Works Order shall become due immediately on termination of the Works Order, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Works Order.

7.11 All amounts due under this agreement shall be paid by the Client to Apex in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). Apex may, without prejudice to any other rights it may have, set off any liability of the Client to Apex against any liability of Apex to the Client.

7.12 The Client shall within three Business Days of demand by Apex, pay to Apex on a full indemnity basis all costs, losses and liabilities (including legal fees) incurred by Apex arising at any time as a result of or in connection with the preservation and/or enforcement of any of the rights of Apex under this agreement.

8. Intellectual Property Rights

8.1 All Intellectual Property Rights and all other rights in the Deliverables shall be owned by Apex including, but is not limited to, all right, title and interest in and to the intellectual property rights embodied in, and represented by the body of work known as the SHARES^{SM} web-based collaborative platform, the CLEAR^{SM} delivery framework (including artifacts and templates), the PRM^{SM} program risk management process, the trademarks and service marks SHARE^{SM}, CLEAR^{SM} and PRM^{SM} an all works that are created for and delivered to the Client by Apex under this agreement.

8.2 Apex licenses such rights to the Client free of charge and on a non-exclusive, non-transferable and worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Deliverables and the Services as is envisaged by the parties. If Apex terminates the Works Order under condition 12.1, this licence will automatically terminate.

8.3 The Client acknowledges that the Client's use of rights in Pre-existing Materials is conditional on Apex obtaining a written end-user licence (or sub-licence) of such rights from the relevant licensor or licensors on such terms as will entitle Apex to license such rights to the Client.

8.4 The Client shall not use the Services to violate or in any way infringe upon the rights of third parties, including any trademark, copyright or patent rights, trade secrets, proprietary information, or non-disclosure rights, or otherwise to violate any law or regulation.

8.5 Any breach or threatened breach by the Client of this condition 8 will cause irreparable harm to Apex for which damages would not be an adequate remedy and therefore Apex is entitled to injunctive relief in addition to any other remedies to which it is entitled.

8.6 The Client hereby grants Apex consent to use or reference the Client's name, logo, and/or registered mark(s) in any sales, marketing or promotional materials and advertisements, press releases or for the purpose of any other publicity-related matters including but not limited to, disclosure regarding the nature of the Services supplied and/or any other details concerning Apex's performance under this agreement. The Client agrees to release Apex from any and all liabilities arising from or related to such use.

9. Confidentiality

9.1 **Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of this agreement in connection with performing its duties under this agreement, including but not limited to:

(a) the terms of this agreement or any agreement entered into in connection with this agreement;

(b) any information that would be regarded as confidential by a reasonable business person relating to:

(i) the business, assets, affairs, customers, clients, suppliers, intentions, or market opportunities of the disclosing party; and

(ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party; and

(c) any information developed by the parties in the course of carrying out this agreement.

Representatives means, in relation to a party, its employees, officers, contractors, subcontractors, consultants, representatives and advisers.

9.2 The provisions of this condition shall not apply to any Confidential Information that:

(a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this condition);

(b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

(c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or

(d) is permitted to be used pursuant condition 8.6 of this agreement.

9.3 Each party shall keep the other party's Confidential Information secret and confidential and shall not:

(a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement (**Permitted Purpose**); or

(b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this condition 9.

9.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

(a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and

(b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this condition.

9.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.

9.6 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this are granted to the other party, or to be implied from this agreement.

9.7 On termination or expiry of this agreement, each party shall:

(a) destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;

(b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and

(c) certify in writing to the other party that it has complied with the requirements of this condition, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this condition shall continue to apply to any such documents and materials retained by a recipient party, subject to condition 12 (Termination).

9.8 Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.

9.9 The provisions of this condition 9 shall continue to apply after termination or expiry of this agreement.

10. Health and Safety

10.1 In the event that Services are performed at a facility controlled by the Client, the Client agrees to orient all Consultants in all applicable health and safety and operational instructions in the same manner as Client employees and as required by policy or by law. The Client will notify Apex immediately in the event of an accident or medical treatment of any Consultant, and will provide a completed supervisor’s report of injury. In the event of an accident or other incident involving a Consultant, Apex or its agent shall have the right to conduct an onsite investigation. Client agrees to cooperate with Apex or its agent in the conduct of its investigation.

10.2 Unless otherwise stated in a Work Order(s), the Client understands that no Consultant is to operate any heavy equipment or machinery; work on a scaffolding, ladder, or similar device; utilise any tool or equipment without proper training or sufficient prior experience; or be responsible for any monies, securities, or other negotiable instruments. The Client agrees that it will not request or require Consultant to engage in such activities. In the

event of a breach of this paragraph, the Client agrees to indemnify Apex for any and all liability resulting from a Consultant engaging in the listed activities.

10.3 Consultant(s) are not authorised to operate a motor vehicle for business purposes without Apex's express written permission. The Client shall not request or require Apex's Consultant(s) to perform tasks that require driving a motor vehicle in furtherance of Client's business without Apex's express written permission. In the event of breach of this section the Client will indemnify and defend Apex with respect to any and all claims related to the unauthorised use of a vehicle.

11. Indemnification and Limitation of liability

11.1 Client agrees to indemnify, defend, and hold harmless Apex and its respective past, present, and future affiliates, owners, investors, funds, officers, directors, employees, agents and representatives from and against any and all third party claims, losses, or damages (including costs of litigation and reasonable attorneys' fees) ("Claims") to the extent such Claims arise out of or relate to (i) Client's breach of this Agreement; (ii) Client's violation of applicable law; or (iii) the negligent acts or omissions or willful misconduct of Client or its agents or employees.

11.2 The following provisions set out the entire liability of Apex (including any liability for the acts or omissions of its employees, agents, Consultant(s) and subcontractors) to the Client in respect of:

(a) any breach of the Works Order however arising;

(b) any use made by the Client of the Services, the Deliverables or any part of them; and

(c) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with the Works Order.

11.3 All warranties, conditions and other terms implied by statute or common law are, to the greatest extent permitted by law, excluded from the Works Order.

11.4 Nothing in this agreement excludes the liability of Apex:

(a) for death or personal injury caused by Apex's negligence; or

(b) for fraud or fraudulent misrepresentation.

11.5 Subject to condition 11.3 and condition 11.4:

(a) Apex shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty however arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

(i) loss of profits;

(ii) loss of business;

(iii) depletion of goodwill or similar losses;

(iv) loss of anticipated savings;

(v) loss of goods;

(vi) loss of contract;

(vii) loss of use;

(viii) wasted expenditure;

(ix) loss or corruption of data or information; or

(x) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

(b) Apex's total liability in contract, tort (including negligence or breach of statutory duty however arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Works Order shall be limited to the price paid for the Services.

12. Termination

12.1 Without prejudice to any other rights or remedies to which the parties may be entitled, Apex may terminate the Works Order without liability to the Client if:

(a) the Client fails to pay any amount due under this agreement on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment;

(b) the Client commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;

(c) the Client suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(d) the Client commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors 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;

(e) the Client applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

(f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Client other than for the sole purpose of a scheme for a solvent amalgamation of the Client with one or more other companies or the solvent reconstruction of the Client;

(g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Client (being a company, partnership or limited liability partnership);

(h) the holder of a qualifying floating charge over the assets of the Client (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over the assets of the Client or a receiver is appointed over the assets of the Client;

(j) a creditor or encumbrancer of the Client attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Client's assets and such attachment or process is not discharged within 7 days;

(k) any event occurs, or proceeding is taken, with respect to the Client in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 12.1(c) to condition 12.1(j) (inclusive); or

(l) there is a change of control of the Client (within the meaning of section 1124 of the Corporation Tax Act 2010).

12.2 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

12.3 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

13. Force majeure

13.1 Neither party shall be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations if such nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without

limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war and restraints of government. The time for performance of such obligations shall be extended accordingly. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for three months, the party not affected may terminate this agreement by giving 21 days' written notice to the affected party.

14. Waiver

14.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

14.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

15. Rights and remedies

15.1 Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16. Severance

16.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

16.2 If any provision or part-provision of this agreement is deemed deleted under condition 16.1, the parties shall negotiate in good faith to amend such provision so that, to the greatest extent possible, the amended provision achieves the intended commercial result of the original provision.

17. Entire agreement

17.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

17.2 Each party acknowledges that, in entering into this agreement, it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

17.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

17.4 Nothing in this condition shall limit or exclude any liability for fraud.

18. Assignment

18.1 Apex may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement[, provided that it gives prior written notice of such dealing to the Client].

18.2 The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

19. No partnership or agency

19.1 Nothing in the Works Order is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

20. Status

20.1 The relationship of Apex (and the Consultant) to the Client will be that of independent contractor and nothing in this agreement shall render it (nor the Consultant) an employee, worker, agent or partner of the Client and Apex shall not hold itself out as such and shall procure that the Consultant shall not hold themselves out as such.

21. Third party rights

21.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

22. Notices

22.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case.

22.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address; or

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

22.3 This condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23. Governing law

23.1 The Works Order and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and interpreted in accordance with the law of England and Wales.

24. Jurisdiction

24.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

THIS AGREEMENT has been executed and delivered as a deed on the date written at the beginning of it.

Signed by [insert full name of director/authorised signatory]	.....
for and on behalf of [Apex]	[Director OR Authorised signatory]
[APEX]	

and

Signed by [insert full name of director/authorised signatory]	.....
for and on behalf of [Client]	[Director OR Authorised signatory]
[insert name of the Client]	

Schedule 1 MANDATORY POLICIES

[LIST AND IF NECESSARY ATTACH THE MANDATORY POLICIES HERE]

The Mandatory Policies are:

- [Modern Slavery and Human Trafficking Policy.]
- [Corporate and Social Responsibility Policy.]
- [Data and Privacy Policy.]
- [Ethics and Anti-Bribery Policy.]
- [Expenses Policy.]
- [Cybersecurity Policy.]
- [Business Continuity and Disaster Recovery Policy.]
- [Equal Opportunities Policy]

Schedule 2 WORK ORDER

This Work Order dated , 20 ("Effective Date"), is entered into pursuant to the Professional Services Agreement dated ("PSA") between Apex Systems Global Limited ("Apex") and ("Client"). All of the terms and conditions of the PSA are incorporated herein by this reference. If the Parties have not executed a PSA, the Parties agree that Apex's standard PSA terms apply to the interpretation of this Work Order. Terms that are capitalized but not defined in this Work Order have the meaning given in the PSA.

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1. PROJECT NAME/SUMMARY

<Provide an overview or background of the project; define as "Project" if appropriate/helpful.>

-

2. PROJECT OBJECTIVES

<List the key objectives that expects Apex to achieve (or assist in achieving) as a result of the Services provided under this Work Order>

25.

Objectives Description
1.
2.

-

3. SERVICES DESCRIPTION

-

- **3.1 Scope:**

<List the primary Services and high-level activities that define the Project, which will be more fully detailed in the sections that follow.>

- **3.2 Approach:**

<Describe approach or methodology for Services – if for a deliverable based project, please generally follow the ApexCLEAR^{SM} project delivery framework as follows :

- Conceptualize
- Launch
- Execute
- Apply
- Resolve>

Reference the ApexCLEAR^{SM} SharePoint site for more background and example artifacts and deliverables for each of these phases.>

- **3.3 Work Order Changes:**

The following provides the procedure to follow if a change in any particular Work Order is required.

- A Work Order Change Request ("CR") is the vehicle for changing a Work Order. The CR must describe the change, the rationale for the change and the effect the change will have on the SOW. A sample CR form is attached as Appendix A.
- Upon review, the parties may reject the proposed change or approve it for further review. If the proposed change is approved for further review, Apex will specify charges, if any, for such review. If the review is authorized, Client's designated contact and authorized representative will sign the

CR which will constitute approval of the review charges, if any. Apex will invoice Client for any such charges. The review will determine the effect that the implementation of the CR will have on price, schedule and other terms and conditions of the Work Order.

- The parties' respective representatives must agree in writing to authorize the implementation of the approved changes.

4. TERM

- Services Start Date: <Enter Project start date>
- End Date: <Enter projected Project end date>
- Either party may terminate this Work Order at any time by providing at least thirty (30) days' written notice of termination to the other party. In such event, Client shall pay for all Services provided up to termination and accepted by Client.

5. FEES, EXPENSES, PAYMENT SCHEDULE

5.1 Fees

Apex will provide the Services set forth herein on a time & materials basis using the fees outlined below.

Role / Level (and Consultant name, if applicable)	Hourly Rate	Start Date	Estimated End Date	Estimated Total Hours	Estimated Total Fees
	$	mm/dd/yyyy	mm/dd/yyyy		$
	$	mm/dd/yyyy	mm/dd/yyyy		$
	$	mm/dd/yyyy	mm/dd/yyyy		$
	$	mm/dd/yyyy	mm/dd/yyyy		$
	$	mm/dd/yyyy	mm/dd/yyyy		$
	$	mm/dd/yyyy	mm/dd/yyyy		$
				Total Projected Fees	$

5.2 Expenses

- <Include only if has agreed to pay expenses; even then, expenses have to be approved by in advance to be reimbursable>

Only actual and reasonable expenses incurred by Apex during the performance of Services, and approved by will be reimbursed, in accordance with the PSA.

Estimated travel expenses	$
Travel Expenses Invoicing Frequency	Monthly

6. ADDITIONAL TERMS

- <Insert additional or different terms if applicable>

7. CONTACTS

<Should include:

- Principal contact/Project leader (phone, address, email, fax),

- Executive Sponsor.>

a. **[SIGNATURE PAGE FOLLOWS]**

b. **IN WITNESS WHEREOF**, the parties have executed this Work Order, under seal, the day and year first above written.

c.

d. THIS WORK ORDER IS ONLY VALID IF FIRST REVIEWED AND APPROVED BY APEX'S LEGAL DEPARTMENT.

Apex Systems Global Limited	**Client**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Schedule 3 CHANGE REQUEST

This Change Request No. ("Change Request") is entered into on , pursuant to the Professional Services Agreement dated by and between ("Client") and Apex Systems, LLC ("Apex") (the "Agreement") and the Work Order dated ("Work Order"). The parties agree to modify the referenced Work Order and any applicable terms as follows:

- Change Number:
- Project Name: *Enter Work Order Project Title*
- Description of Change: **In response section below please detail any applicable changes with regard to hours, resources, timing, scope etc. in relation to the original Work Order.**
- Requested by:
- Date Requested:
- All other terms and conditions of the Work Order will remain unchanged.

Response:

Schedule: *Enter start and end date*

Total fees of this Change Request are estimated to be $X,XXX (including travel and living expenses) without an approved change order signed by Client.

Total fees of the Work Order and all Change Requests to the Work Order are estimated to be $X,XXX (including travel and living expenses) without and approved change order signed by Client.

The parties agree that the complete agreement regarding these Services consists of 1) this Change Request, and 2) the referenced Work Order, and 3) the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Change Request, under seal, the day and year first above written.

THIS CHANGE REQUEST IS ONLY VALID IF FIRST REVIEWED AND APPROVED BY APEX'S LEGAL DEPARTMENT.

Apex Systems Global Limited	**Client**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____