

Security Consulting Services Agreement – Terms & Conditions

Cyber Security Warehouse Ltd (Here further, shall be known and addressed as the “Company”) with office at Unit 701, 105 London Street, Reading, England, United Kingdom, RG1 4QD and with registration number – 11875899 includes its heirs, assignees etc., will provide the services as mentioned in the SoW and mentioned otherwise (“Services”) and deliverables (“Deliverables”) to (“Client”), as specified in separately signed Statements of Work (SOW(s) / SoW), under the following terms and conditions (collectively the “Agreement”).

1. **Definitions:**

- 1.1. Statement of Work (SoW): The “Statement of Works” shall be any of:
 - 1.1.1. the section of Company’s proposal for the Services entitled and shortlisted under “Statement of Work”;
 - 1.1.2. Finalized services for which company has provided the quote (Confirmation upon successful mutual acceptance);
 - 1.1.3. Other similar document(s) (including an online form) that sets out the Services and the Fees, including any other documents referred to therein, provided that in all cases the documents refer to these General Terms and Conditions and one or more applicable Services as its governing terms. In case of any conflict between any of the clauses of SoW and this T&C document, the later shall supersede.
- 1.2. “Affiliate” means in respect of a party any entity that directly or indirectly Controls or is Controlled by, or is under common Control with another entity.
- 1.3. “Anti-Bribery Laws” means any and all statutes, statutory instruments, byelaws, orders, directives, treaties, decrees and laws (including any common law, judgment, demand, order or decision of any court, regulator or tribunal) which relate to anti-bribery and/or anti-corruption, including the Bribery Act 2010.
- 1.4. “Client” means the individual(s) and/or organisation(s) to whom Company is providing Services.
- 1.5. “Data Protection Legislation” means the Data Protection Act 2018 and the General Data Protection Regulation 2016 (“GDPR”) and Privacy and Electronic Communications (EC Directive) Regulations 2003, together with any related or ancillary legislation.
- 1.6. “Deliverables” means all reports, documents, papers, designs, software, and all other materials in whatever form, including hard copy and electronic form, prepared by Company for the Client in the provision of the Services; “Fees” means Company’s fees for the Services as detailed in the Statement of Works and the relevant Services Module(s), Purchase orders, addendums etc., but not limited to, together with all reasonable expenses incurred by the Consultant in relation to the Services;
- 1.7. “Personal Data” means personal data (as defined in the Data Protection Act 1998 and, in substitution from 25 May 2018, the GDPR, to which Company may (by or on behalf of the Client) be granted access, during the course of the provision of the Services.
- 1.8. “Services” shall mean and include the list of services which are mutually accepted under SoW or otherwise in writing and to be delivered by the company to client

1.9. "Term" shall the validity of the association as may be enlisted under this T&C and/or any other document which are entered upon specifically mentioning the deliverables and tenure for which services are to be delivered

2. **Payment and Taxes**

2.1 Company will, at the beginning of each month, invoice Client for the fees for that month, plus any applicable out-of-pocket expenses and applicable taxes; any necessary adjustments to the actual fees or expenses incurred will be made in the next month's invoice. Billable expenses will be billed at actuals.

2.2 All invoices submitted to Client for payment will be itemized in reasonable detail. Payment for amounts is due by electronic transfer within thirty (30) days of Client's receipt of each invoice. Should any invoice (excluding disputed amounts) remain unpaid for more than thirty (30) days, interest will be paid at a rate of 1% per month or the highest rate allowed by law, whichever is less.

2.3 Each party will be responsible for its own income, employment, and applicable taxes. The parties will cooperate in good faith to minimize taxes to the extent legally permissible and will provide to the other any tax exemptions or certifications reasonably requested.

2.4 Client will be responsible for payment of all taxes in connection with this Agreement, including withholding taxes and taxes incurred on transactions between and among company, its Affiliates, and third-party subcontractors.

2.5 Client will reimburse company for any deficiency relating to taxes that are Client's responsibility under this Agreement.

2.6 If work for Client requires that personnel perform Services outside the city, state, province, or Country in which such personnel are based, Client will reimburse company for all the expenses of that personnel including the travel, food and accommodation, increased tax and administrative costs incurred by company and/or its personnel. SOWs may further specify varied or other payment structures.

2.7 In case of termination of the association under any conditions, client shall be obliged to pay the company the man-day rate for the services delivered by the company (Here, Man-day rate are the rates per resource as may be charged upon by the company to the client and as may be agreed upon in writing under SoW or otherwise).

2.8 The Client will provide company with a valid purchase order following acceptance of the proposed Statement of Works for the amount stated therein.

2.8.1 Upon receipt of that purchase order, company will invoice the Client for a percentage of the Fees. Such percentage will be 100% unless stated otherwise in the Statement of Works.

2.8.2 For the avoidance of doubt, the Client's failure to issue a valid purchase order in accordance with this clause shall not prevent company from invoicing in respect of the Services at any point after acceptance of the proposed Statement of Works.

2.8.3 Payment of invoices issued by company shall not be conditional upon company's use of any online payment processing system to the extent that such online payment processing system requires Company to accept additional legal terms and conditions beyond those stated in the Contract.

2.8.4 Any additional charges like international transaction fees, foreign exchange rate difference etc., but not

limited to, must be borne by the client.

3. Confidentiality

- 3.1 Each party may have access to information (in any form) that relates to the other party's past, present, and future activities including research, development, business activities, products, services, Processes, and technical knowledge, which is identified by the disclosing party as proprietary or confidential or that a reasonable person would deem to be confidential under the circumstances ("Confidential Information").
- 3.2 The term Confidential Information will not, however, include any information that identifies or directly relates to natural persons ("Personal Data"). Confidential Information may only be used by the receiving party in connection with the Services and may not be copied or reproduced without the disclosing party's prior written consent except as reasonably needed to perform its obligations under this Agreement.
- 3.3 Neither party shall use the Confidential Information for any purpose other than the proper exercise of its rights and performance of their obligations under this Agreement.
- 3.4 The obligations of confidentiality under this Section shall not apply to Confidential Information that:
- 3.4.1 is or becomes publicly known other than through an act or omission of the receiving party.
 - 3.4.2 was in the receiving party's lawful possession before the disclosure.
 - 3.4.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure.
 - 3.4.4 is independently developed by the receiving party, which independent development can be shown by written evidence.
 - 3.4.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory body; or
 - 3.4.6 in the case of Customer's Confidential Information hosted by company as part of the Services, where Customer or an Authorised Affiliate has configured or otherwise used the Services so that Customer's Confidential Information is accessible to third parties through no fault of directly attributable to the company.
- 3.5 Each party undertakes to:
- 3.5.1 Subject to the other terms of this Agreement, disclose the other party's Confidential Information only to those of its officers, employees, agents, professional advisers and contractors to whom and to the extent to which such disclosure is reasonably necessary for the purposes contemplated under this Agreement; and
 - 3.5.2 Ensure that all its officers, employees, agents, professional advisers and contractors to whom it may be entitled to disclose Confidential Information under this Agreement shall be bound by obligations of confidentiality no less onerous than those imposed under this Agreement. This Section shall survive termination of this Agreement, however arising.

4 Data Protection and Personal Data.

- 4.1 Where, in connection with this Agreement, company processes Customer Personal Data on behalf of the Customer, the company shall just be data processor whereas the client shall be data controller.

- 4.2 Further, company and Client have each implemented and shall maintain an information security program including reasonable administrative, technical and physical measures designed to secure and protect the confidentiality, integrity and availability of all Information while in such party's possession against unauthorized, unlawful or accidental access, disclosure, transfer, destruction, loss or alteration.
- 4.3 The term Information will not, however, include any information that identifies or directly relates to natural persons ("Personal Data"). Each party will exercise commercially reasonable efforts not to disclose any Personal Data to the other party and to restrict the other party's access to its Personal Data.
- 4.4 However, if company knowingly receives Client Personal Data (excluding business contact information such as name, telephone, address and email) from Client that is not required to perform the Services, company will notify Client, return or destroy such Client Personal Data (as instructed by Client), and Client shall take steps to promptly rectify the situation to prevent recurrence.
- 4.5 If company requires access to Client's Personal Data in connection with the Services for a particular project, the parties will agree in the applicable SOW on the procedures and obligations of each party with respect to the access, use and protection of such Personal Data and where needed implement additional data security controls and processes for the transmission, transfer outside the stated jurisdiction, exchange, storage, processing or other use of Personal Data as described
- 4.5.1 The parties hereby acknowledge and agree that the Client is a controller and Company (or the relevant Affiliate) is a processor (as each term is defined under the Data Protection Legislation) of any Personal Data disclosed by the Client to Company (or its Affiliates) for the purposes of the Contract.
- 4.5.2 Company (or the relevant Affiliate) shall use the Personal Data only for the purposes of fulfilling its obligations under the Contract and shall:
- 4.5.2.1 process the Personal Data only in accordance with instructions from the Client, including with regard to transfers of personal data to a third country or an international organisation.
- 4.5.2.2 obtain prior authorisation (such authorisation not to be unreasonably withheld or delayed) from the Client if the Personal Data may be processed by another person, and shall ensure such processing is governed by a contract or other legal act with obligations equivalent to those set out in the Contract.
- 4.5.2.3 put in place the technical and organisational measures necessary to ensure that the Personal Data is protected against accidental or unlawful loss, destruction, damage, unauthorized access, use, modification, disclosure or other misuse. Company will provide its Information Security policy related to the related SoW to the Client upon request.
- 4.5.2.4 the transfer of personal data shall remain obligation of client; company shall only be following the instructions as may be given from time to time by client. Both parties shall enter upon into any additional data transfer agreement if required in line of compliance; and
- 4.5.2.5 Client shall assist the Company to comply with its obligations set out in the Data Protection Legislation where the Data Protection Legislation requires Company (as processor) to do so, taking into account the nature of processing and the information available to the Company. In particular, Company shall:
- 4.5.2.5.1 notify the Client if, in Company's opinion, an instruction of the Client infringes the Data

Protection Legislation;

- 4.5.2.5.2 provide information requested by the Client to enable it to respond to requests to exercise rights of data subjects made pursuant to the Data Protection Legislation as soon as reasonably practicable following receipt of a written request from the Client; and
- 4.5.2.5.3 notify the Client becoming aware of a breach by Company or any of its Affiliates of the Data Protection Legislation. Company will investigate any such breach and provide a report to the Client setting out the results of such investigation as soon as reasonably practicable.

4.6 The Client accepts and acknowledges that, in order to deliver the Services effectively and/or to meet the requirements of the Contract, Company may, from time to time, need to transfer Personal Data to a third country or international organisation. Unless it has informed Company otherwise in writing, the Client therefore confirms that it consents to such transfer and that this clause constitutes written instructions from the Client for the purposes as mentioned in this clause.

4.7 The Client acknowledges and accepts that Third Party Contractors providing Consultants working in a staff augmentation capacity may provide part of certain Services and the Client consents to Personal Data being processed by such Third-Party Contractor. Company shall ensure that any Third-Party Contractors, acting as Company's sub-processor, is under a contractual obligation to process the Personal Data in accordance with the Data Protection Legislation; the client, in their individual capacity are free to enter upon data protection contracts with such sub-contractors. The client therefore confirms that it consents to such use of the Third-Party Contractor and that this clause constitutes authorisation from the Client for the purposes as mentioned under this clause.

4.8 Other than as required by the Data Protection Legislation, Company will not be required to assist with the Client's own security, technology and related processes, in respect of which Company has no insight. Company shall provide assistance pursuant to scope of work as mentioned in the SoW except to the extent such assistance, in the reasonable opinion of Company, would require disproportionate effort or cost in which case the parties shall agree in advance any fees payable by the Client for such assistance.

4.9 Company may permit the Client to conduct audits as required pursuant to the Data Protection Legislation. Any audit shall be conducted no more frequently than once a year (unless such audit is being carried out as a result of an actual or suspected breach by Company of the Data Protection Legislation in which case there may be additional audits as per mutual confirmation and convenience of both the parties) requiring no more than 2 (two) Business Days' input by Company and shall be carried out on no less than 10 (ten) Business Days' notice and during Company's usual business hours.

4.10 The Client warrants to Company (and its Affiliates) that in order to disclose any Personal Data to Company (and its Affiliates) and to otherwise allow Company (and its Affiliates) to carry out its obligations under and incidental to the Contract, the Client:

4.7.1 has all requisite authority and has obtained and will maintain (including by way of incorporating into all materials and processes through which Personal Data is captured) all necessary consents required, or otherwise has a valid lawful basis for such disclosure under the Data Protection Legislation.

4.7.2 has fully complied with all of its obligations under the Data Protection Legislation; and

4.7.3 shall not do or omit to do anything that would place Company in breach of the Data Protection Legislation, the Computer Misuse Act 1990, the Regulation of Investigatory Powers Act 2000 or any other relevant laws.

4.8 Pursuant to Article 28 (3) of GDPR, certain information in respect of the processing to be carried out by Company on behalf of the Client must be set out in the Contract. To comply with this requirement, the Client shall complete and return such information via a form that is contained within the Statement of Works (the "GDPR Information Form"). If the Client does not complete and return the GDPR Information Form, Company will proceed to deliver the Services on the basis that it will not be required to process any Personal Data on behalf of the Client. If such information changes after the Client has completed and returned the GDPR Information Form, the Client shall notify Company of such changes by completing and returning a new copy of the GDPR Information Form.

4.9 Unless otherwise specified in the relevant SoW or as otherwise required pursuant to the Data Protection Legislation or other applicable laws, Company shall retain the Personal Data for the duration of the Services and for 6 (six) months following completion of the Services. If Company is unable, using reasonable endeavours, to delete or destroy any of the Personal Data (including, for example, backup copies of the Personal Data) it shall ensure that such Personal Data is encrypted or protected by security measures so that it is not readily available or accessible by Company.

4.10 The Client shall immediately notify Company if any of the consents is revoked or changed in any way which impacts or may impact on Company's rights or obligations under or in connection with the Contract or in any other scenario whereby the Client may no longer lawfully share the Personal Data with Company (and its Affiliates) for the purpose of its provision of the Services under this Contract.

4.11 The Client shall, at all times during and after the termination or expiry of the Contract, indemnify, keep indemnified and hold harmless Company, its Affiliates and their respective officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all claims, fines, losses, damages, demands, costs, expenses, fees (including, but not limited to, court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by Company or its Affiliates as a result of any breach by the Client of its obligations under this data protection clauses and other applicable clauses of this agreement.

5 **Acceptance.**

5.1 All Deliverables will be deemed accepted if not rejected by Client by providing written notice within ten (10) Business days after delivery specifically identifying the manner in which the Deliverables fail to materially comply with their applicable specifications.

5.2 Deliverables will be those items specifically created for Client by company and which are specified in the applicable SOW. Client understands and agrees that Client will be responsible for determining whether the Services and Deliverables provided by company, including any revised business processes implemented pursuant to each applicable SOW,

5.2.1 Meet Client's business requirements,

- 5.2.2 Comply with all applicable laws, ordinances, codes, regulations and policies, and
- 5.2.3 Comply with Client's applicable internal guidelines, long-term goals and any related Agreements
Client expressly acknowledges that it is ultimately responsible for assessing the accuracy and applicability of the Deliverables, whether to rely on the findings in any Deliverable, if any, or whether to implement any changes to Client's internal policies, systems or security measures based on such Deliverables.

6 Intellectual Property and Warranties.

- 6.1 All software, patents, graphics, photos, designs, trademarks, logos or other artwork and materials provided to company by Client under this Agreement ("Client IP") are and shall remain the sole and exclusive property of Client or its third-party licensors and Client shall obtain any relevant consents and licenses necessary for company to use Client IP to perform Services and provide Deliverables under this Agreement.
- 6.2 Client hereby grants to company, during the term of this Agreement, a non-exclusive, fully paid, worldwide, non-transferable, limited license to use and permit company's subcontractors to use the Client IP, solely for the purposes of providing the Services and Deliverables under this agreement.
- 6.3 Subject to final payment, Company hereby grants to Client, subject to any restrictions applicable to any third-party materials embodied in the Deliverables, a perpetual, worldwide, non-transferable, non-exclusive, irrevocable (other than for non-payment) right and license to use, copy, modify and prepare derivative works of the Deliverables for purposes of Client's and its affiliated companies' internal business only.
- 6.4 Upon final payment, company hereby grants to Client, subject to any restrictions applicable to any third-party materials embodied in the Deliverables, a perpetual, worldwide, non-transferable, non-exclusive, irrevocable right and License to use, copy, modify and prepare derivative works of the Deliverables for purposes of Client's and its affiliated companies' internal business only.
- 6.5 All other rights in the Deliverables remain in and/or are assigned to company. Notwithstanding any term to the contrary Company owns all intellectual property:
 - 6.5.1 (a) of company existing prior to the Services, including, without limitation, in any Materials provided by company in connection with the Services, and/or
 - 6.5.2 (b) licensed to company by third parties and used in the Services
 - 6.5.3 and/or (c) any enhancements or modifications to, or derivative works of, any intellectual property in categories (a) and- (b) ("Company IP"). Company IP embedded in Deliverables may not be used separately and no company IP may be used beyond the license rights granted above.
 - 6.5.4 For purposes of Section, the following definitions shall apply: "Intellectual Property" means 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, rights in designs, rights in computer software and source code, database right, topography rights, moral rights, 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.

6.5.5 Subject to the obligations of confidentiality in Section 2, each party is otherwise free to use concepts, techniques and know-how retained in the unaided memories of those involved in the performance or receipt of the Services. Company is not precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Deliverables provided and to the extent that they do not contain Client Information.

6.5.6 Within ten (10) business days of termination of this Agreement for any reason, each party will destroy or return any Confidential Information or intellectual property belonging to the other party (subject to (i) retaining copies of any information required for its internal recordkeeping requirements as may be mandated by law from time to time; and (ii) the terms of Section 2). Third-party intellectual property, such as the licensing of third-party assets or third-party components, may require additional terms of usage, which will be addressed in an SOW where applicable.

7. Warranties

7.1 Company warrants that its Services will be performed in a good and workmanlike manner, in accordance with this Agreement. In addition, each party warrants that upon its execution, this Agreement will not materially violate any term or condition of any agreement that such party has with any third party and that the officer(s) executing this agreement are authorized to bind such party to the terms and conditions hereof.

7.2 Company will re-perform any work not materially in compliance with this warranty brought to its attention within ten (10) days after that work is performed/ submitted. The preceding are the only warranties concerning the Services, any Deliverables or materials, or this Agreement, and (to the extent permitted by law) are made expressly in lieu of all other warranties, conditions and representations, express or implied, including any implied warranties of fitness for a particular purpose, merchantability, informational content, systems integration, non-infringement, interference with enjoyment or otherwise. Without limiting the generality or applicability of the foregoing, company does not represent, warrant, or covenant that the Services performed under this Agreement will completely:

7.2.1 detect or identify all security or network threats to, or vulnerabilities of Client's networks or other facilities, assets, or operations;

7.2.2 prevent intrusions into or any damage to Client's networks or other facilities, assets, or operations;

7.2.3 return control of Client or third party systems where unauthorized access or control has occurred.

8. Indemnities.

8.1 Each party (the "Indemnifying Party") will indemnify and defend the other party, its parents, subsidiaries, affiliates, successors, and their directors, officers, employees, agents and representatives (collectively the "Indemnified Parties"), from and against any and all third party claims, demands, lawsuits, judgments, fines, and penalties (including interest thereon and court costs) caused by a claim that any Deliverable (in which case, company is the Indemnifying Party) or Client IP (in which case or otherwise, Client is the Indemnifying Party) provided pursuant to this Agreement (collectively, "Indemnified Claims"),

- 8.1.1 Infringes a third party's copyright, trademark existing as of the date of delivery of such Deliverable or Client IP, or
- 8.1.2 Misappropriates a third-party's trade secrets
- 8.1.3 Fails to deliver service as committed.

8.2 The Indemnifying Party will have no liability, however, to any Indemnified Party to the extent the alleged infringement or misappropriation was caused by:

- 8.2.1 modifications to any Deliverable (made by or on behalf of Client) or Client IP (made by or on behalf of company).
- 8.2.2 use of the Deliverable or Client IP in combination with any hardware, software or other products or services where such combination was not within the reasonable contemplation of the Parties.
- 8.2.3 the failure of an Indemnified Party to use corrections or enhancements to the Deliverable or Client IP provided by the Indemnifying Party.
- 8.2.4 specifications or direction provided by the Indemnified Party; or
- 8.2.5 use of the Deliverable or Client IP not authorized under this Agreement. If any Deliverable is, or in company's opinion is likely to be, held to be infringing, company will at its expense and option either:
 - 8.2.5.1 procure the right for Client to continue using it,
 - 8.2.5.2 replace it with a non-infringing equivalent,
 - 8.2.5.3 Modify it to make it non-infringing, or
 - 8.2.5.4 direct the return of the Deliverable and refund to Client the fees paid for such Deliverable.

8.3 This section sets forth the sole and exclusive remedies for Indemnified Claims. To receive the benefits of this provision, the Indemnified Party must promptly notify the Indemnifying Party in writing of any eligible claim or demand and provide the Indemnifying Party reasonable cooperation and full authority to defend or settle same provided that such settlement does not impose any obligation (monetary or otherwise) on the Indemnified Party without its consent. All the indemnification obligations shall stand corrected for a period of three years from the cessation of this agreement.

9. **Liability.**

9.1 Each Party's obligation of indemnification set forth above and/or otherwise which may arise due to any direct or indirect claim, risk or damage, the sole liability of either Party to the other for any and all claims in any manner related to this Agreement (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) will be for direct damages, not to exceed (in the aggregate) an amount equal to the total fees received by company under the applicable SOW (if the term of the SOW is 12 months or longer, the amount of the aggregate cap shall be limited to the fees received during the 6 month period immediately preceding the event giving rise to the first such claim).

9.2 In no event will either party be liable for any:

- 9.2.1 (A) consequential, indirect, special or punitive damages,
- 9.2.2 (B) loss, damage or expenses arising from business interruption, lost business, lost revenue, lost profits or lost savings, or loss or corruption of data or network (in each case whether directly or indirectly arising), or
- 9.2.3 (C) losses or claims arising out of or related to Client's implementation of any Deliverables or recommendations provided by company.

10. Compliance with Laws.

- 10.1 Each Party will retain responsibility for compliance with laws and regulations applicable to their respective businesses and Client understands and agrees that Client shall be solely responsible for
 - 10.1.1 compliance with laws applicable to its business and/or the Services, including without limitation, any laws relating to network integrity or security or to data privacy or data protection and
 - 10.1.2 is responsible for determining whether any recommendations made by the Supplier will enable compliance by Client with such laws, regulations and standards.
- 10.2 Each party will comply with the applicable export control and sanctions laws with respect to the export or re-export of goods, software and technical data, or the direct product of the same, which includes abiding by all such regulations in respect of all information supplied by or on behalf of the other party. Prior to providing company any goods, software or technical data subject to export controls, Client will provide written notice to company specifying the nature of the controls and any relevant export control classification numbers.
- 10.3 Any recommendations or advice provided by company in connection with the Services are provided from a business and/or technical perspective only and do not constitute in any way legal advice or recommendations and Client should not rely on them as such. Company is not a law firm or a legal advisor and cannot provide legal opinions or recommendations. Client retains sole responsibility for compliance with its legal and regulatory obligations as well as for identifying such requirements as they apply to its business.

11. Termination.

- 11.1 In addition to any termination rights of the parties in a SOW, either party may, upon giving thirty (30) days written notice without assigning any reason thereof for such notice may terminate the agreement; However, the agreement should ideally be terminated for material breach of this Agreement unless the party receiving the notice cures such breach within the thirty (30) day period.
- 11.2 In the event this Agreement is terminated, Client will pay company for all Services rendered and expenses incurred prior to the date of termination according to the monthly billing cycle set forth in the Agreement and any out-of-pocket demobilization costs if company terminates this Agreement for cause. All provisions of this Agreement which are by their nature intended to survive the expiration or termination of this Agreement will survive such expiration or termination. Termination of the Agreement does not affect the remaining term of any SOW.
- 11.3 In the event of termination of this Agreement for any reason:
 - 11.3.1 right of Customer, the Authorised Affiliates and the Users to access and use the company Services shall

terminate immediately; and

11.3.2 Customer shall return or destroy (at Supplier's option) all Supplier's Confidential Information in its possession or under its, its Authorised Affiliates' and/or the Users' control and all copies of such information.

11.4 Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, company will make the Customer Content available to Customer for export or download up to the end of such 30 day period. After that 30 day period, company will have no obligation towards the services it delivered, to maintain or provide Customer Content, and will thereafter delete or destroy all copies of Customer Content in company systems or otherwise in company's possession, unless required by law to retain the Customer Content.

12. **Disputes.**

12.1 The parties will make good faith efforts to first resolve internally within 30 days any dispute in connection with this Agreement by escalating it to higher levels of management. In the event that Client withholds an amount equal or greater to two months' average fees under any SOW, then company will be permitted to suspend performance until such time as the matter in dispute is resolved.

12.2 This Agreement shall be governed by and construed in accordance with the laws of England. Each Party irrevocably submits to the jurisdiction of the courts of England in respect of any litigation relating to the Agreement.

13. **Relationship.**

13.1 Each party is an independent contractor and does not have any authority to bind or commit the other. Nothing in this Agreement will be deemed or construed to create a joint venture, partnership, Fiduciary or agency relationship between such parties for any purpose.

13.2 Neither party will solicit, offer work to, employ, or contract with, directly or indirectly, any of the other party's Personnel during their participation in the Services or during the twelve (12) months after the conclusion of such Services. "Personnel" means any individual or company a party employs or has employed as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the Services.

13.3 However, this Section will not apply to Personnel who independently respond to indirect solicitations (such as general newspaper advertisements, employment agency referrals and internet postings) not targeting such Personnel. If company subcontracts any Services under this Agreement, it is understood that company is responsible for its subcontractors' performance.

13.4 In this Agreement, "affiliate" of a party means another entity that, directly or indirectly, through one or more intermediaries, is controlled by or under common control of that party, and "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the party, whether through share ownership, holding of voting power, contract or otherwise.

14. Entire Understanding.

14.1 This Agreement, including underlying SOWs, sets forth the entire understanding between two parties and supersedes all prior agreements, conditions, warranties, representations, arrangements and communications, whether oral or written, and whether with or by company, any of its affiliates, or any of their employees, officers, directors, agents or shareholders. Each party acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein, and that it has not relied upon any representations, warranties, promises, or inducements of any kind, whether oral or written, and from any source.

14.2 If a court of competent jurisdiction finds any term of this Agreement to be invalid, illegal or otherwise unenforceable, such term or provision will not affect the other terms of this Agreement and will be deemed modified to the extent necessary, in the court's opinion, to render such term enforceable while preserving to the fullest extent permissible the intent and agreements of the parties set forth in this Agreement.

14.3 No waiver or modification of any provision of this Agreement, including any underlying SOW, will be effective unless it is in writing and signed by the party against which it is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this Agreement is not a waiver of that party's right to later enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right. There are no third-party beneficiaries to this Agreement.

14.4 In the event of a conflict between this Agreement and a SOW, the terms mentioned in this agreement shall supersede; SOW controls for purposes of that SOW only. This Agreement may include one or more Exhibits at the time of execution which shall be listed and considered part of the Agreement.

15. Assignment. Neither party may assign this Agreement (other than, upon written notice, to a party's subsidiary or affiliate) without the prior written consent of the other, which consent will not be unreasonably withheld or delayed.

16. Notices.

16.1 Any notice or other communication provided under this Agreement will be in writing, addressed to such party at the address set forth herein, or upon electronic delivery by confirmed means.

17. Excuse.

17.1 Neither party will be liable for any delays or failures to perform due to causes beyond that party's reasonable control (including a force majeure event). Without limiting the foregoing, to the extent Client fails to perform one or more responsibilities described in this Agreement Company shall be excused from failure to perform any affected obligations under this Agreement.

17.2 Each party will notify the other party as promptly as practicable after such party becomes aware of the occurrence of any such condition. If there is any delay, then the periods for completion of the parties' obligations will be automatically extended by the period of such delay.

18. References.

18.1 Neither party will use the other party's name outside its organization without prior express written consent of the other party, which consent may be withheld in its sole discretion. Notwithstanding the foregoing, company shall be permitted to refer to Client as a customer reference concerning the general area of work under this Agreement, for opportunities at existing and prospective company clients, company may request, and Client will provide reasonable written or verbal verification of the engagement and general nature of the services to such company clients (such verification not to be unreasonably withheld).

18.2 Client's Information and the pricing that Client paid for the company services shall not be disclosed in such referrals without the permission of Client.

19. Required Permissions/Consent to Access Client System

19.1 For purposes of this, "System" means, as applicable, Client's or a third party's computer environment, network, equipment, software and related services. Client acknowledges that, in providing the Services, company will access Client Systems and data.

19.2 Client will secure in advance of commencement of Services all permissions, consents or authorizations necessary for company to access and use such Client System and data to perform Services under this Agreement, and/or to use any third-party System(s) or data company may use or require access to in performing the Services.

19.3 Client shall defend, indemnify and hold harmless company from and against all losses (including any actions, claims, costs, damages, expenses, fines, liabilities, penalties and sanctions, amounts paid in settlement, out-of-pocket expenses and interest) together with all reasonable legal expenses that company incurs as a result of any action, claim, demand, proceeding, filing, objection or complaint from a third party or relevant authority arising in relation to the provision of the Services by company (unless caused by company's breach of its obligations).

20. Non-Solicitation.

20.1 Neither Party shall solicit, offer work to, employ, or contract with, directly or indirectly, on its own behalf, any of the other Party's Personnel or the Personnel of its Affiliates during their participation in the Services or during the Twenty-Four (24) months after the conclusion of such Services.

20.2 For the purposes of this Section "Personnel" includes any individual or company a Party employs or has employed as a partner, employee or independent contractor and with which a Party comes into direct contact in the course of the Services.

20.3 If a Party breaches this Section, the breaching Party shall pay compensation to the non-breaching Party in the form of liquidated damages equal to the greater of one (1) year's compensation either

20.3.1 offered to the Personnel by the breaching Party or

20.3.2 paid or offered to the Personnel by the non-breaching Party.

21. Mitigation

21.1 Each Party has a duty to mitigate the damages and losses that would otherwise be recoverable from the other Party pursuant to any SOW (including pursuant to the indemnification set forth in any SOW) by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

22. Miscellaneous:

22.1 Company Duties:

- 22.1.1 Company shall perform the Services using reasonable skill and care and in accordance with Good Industry Practice.
- 22.1.2 Any timescales and/or completion dates provided by Company are estimates only and time for provision or completion of the Services or any part of them shall not be of the essence.
- 22.1.3 Whilst Company will use its reasonable endeavours to ensure that the same Consultant will continue to be involved throughout provision of the Services, it reserves the right to replace that Consultant.
- 22.1.4 If the Consultant is present on the Client's premises, Company shall use reasonable endeavours to ensure that the Consultant complies with such reasonable site rules and procedures as are notified to Company by the Client from time to time.
- 22.1.5 Company shall, unless otherwise stated in the Statement of Works or relevant Services or agreed in writing between the Client and Company, provide any Deliverables to the Client within one month of completion of the Services.
- 22.1.6 Client shall be permitted at its own cost to undertake background screening checks in respect of all the employees and consultants working on the services to be delivered under relevant SoW.

22.2 Client Duties:

- 22.2.1 The Client shall comply with the duties and responsibilities set out in the relevant Services Modules.
- 22.2.2 The Client may be required to sign an authorisation form or similar document (the "Authorisation Form") giving its consent to specifics of the Services. Further details regarding the Authorisation Form may be given in the relevant Services.
- 22.2.3 Subject to below mentioned sub-clause, where the Client procures the Services from Company on behalf of a third party or in connection with systems, equipment, data or premises owned or operated by a third party (in either case, the "Third Party Subject"), then any obligation of the Client under the Contract shall include an obligation for the Client to procure the compliance of the Third Party Subject. The Client shall indemnify, keep indemnified and hold harmless Company, its Affiliates and its and their officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all third party claims, losses, damages, demands, costs, expenses, fees (including court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by Company (or its Affiliates) as a result of any claim or action brought against Company by the third party, save to the extent that any such losses, damages, demands, costs, expenses, fees or

liabilities are incurred as a direct result of Company's breach of the Contract.

22.3 Commencement of Services

- 22.3.1 The Services or, if applicable, each Service Portion will commence on the date set out in the Statement of Works unless otherwise agreed in writing between Company and the Client (the "Start Date").
- 22.3.2 The Client accepts and acknowledges that Company allocates Consultants weeks or months in advance and would suffer a loss should the Services or any Service Portion be postponed or cancelled at short notice. As such, the Client agrees that it shall pay to Company (as genuinely pre-estimated liquidated damages) an amount to reflect the losses which Company will incur if such cancellation or rescheduling is requested within a set number of days of the Start Date (as specified in the relevant SoW) / (the "Cancellation Fee").
- 22.3.3 The Cancellation Fee shall be calculated as a percentage of the Fees that correspond to the days scheduled by Company for provision of the Services or the relevant Service Portion (as applicable) (the "Scheduled Days Cost"). The relevant percentages and time periods are set out in the corresponding SoW.
- 22.3.4 Charging of the Cancellation Fee is at Company's discretion. Company will use reasonable commercial efforts to re-deploy Consultants to other projects to mitigate its losses resulting from cancellation or rescheduling. If Company is able to successfully redeploy Consultants, then it shall reduce the Cancellation Fee payable by the Client accordingly.
- 22.3.5 If the Client re-books the Services for another date, the Fees for the Services as re-booked will be payable in addition to any Cancellation Fee.

22.4 Anti-Bribery and Modern Slavery

- 22.4.1 Each party will comply with all applicable Anti-Bribery Laws and neither party will offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act.
- 22.4.2 Each party will comply with the Modern Slavery Act 2015.

22.5 Company's Equipment(s):

- 22.5.1 Company (or its Affiliates) may temporarily provide to the Client hardware or software to assist in delivery or performance of certain Services (the "Company equipment"). In such cases, this clause shall apply.
- 22.5.2 Company grants to the Client a non-exclusive, non-transferable licence for the Term to use the Company equipment, solely in relation to the Services. The Company equipment shall at all times be and remain Company's exclusive property, and shall be held by the Client in safe custody at Client's own risk and maintained and kept in good condition until returned to Company, and shall not be disposed of or used other than in accordance with Company's written instructions or authorisation. The Client shall be responsible for obtaining and maintaining in full force, until Company acknowledges in writing safe receipt of the Company equipment back into its possession, adequate insurance cover in respect of any and all loss of and/or damage to the Company equipment, such insurance to be, as a minimum, to the full

replacement value of the Company equipment as notified by Company (the "Equipment Value"). Company and its agents and employees shall be entitled at any time on reasonable notice to enter any premises where the Company equipment is or may be stored in order to inspect it or recover the Company equipment. Client acknowledges and agrees that upon expiration or termination of this Contract, Client shall be responsible for returning the Company equipment to Company at the Client's expense within 14 days of the Services ceasing (the "Return Period"). If Company does not receive the Company equipment:

22.5.2.1 within the Return Period;

22.5.2.2 in good cosmetic condition;

22.5.2.3 in good working order as determined by Company in its reasonable opinion, taking into consideration fair wear and tear; and

22.5.2.4 with any warranty sticker still intact and untampered with, Client shall be liable to pay to Company a sum equal to the Equipment Value.

22.5.3 Risk in the Company equipment shall not pass to Company until the Client has received written signed acknowledgement of receipt of the Company equipment.

22.5.4 A return-to-base warranty is provided for all Company equipment for the duration of the term that Company is providing the Services. The return to base is at the Client's cost and return to Client is at Company's cost.