

PROFESSIONAL SERVICES FRAMEWORK CONTRACT

THIS FRAMEWORK CONTRACT is made on **Date**

BETWEEN:

- **Hanya Partners Limited**, a company incorporated under the laws of England and Wales (company number: **08808437**), having its registered office at **Kemp House, 152 –160 City Road, London, EC1V 2NX** (“Hanya”); and
- **Client**, having its principal place of business at **Address** (the “Client”).

BACKGROUND:

- This Framework Contract creates a relationship whereby the Client can order the Professional Services from Hanya from time to time by completing a Statement of Work.
- Once Hanya and the Client are both happy with the form of a completed Statement of Work, and have both signed it, they will then have a binding contract in respect of those Professional Services.

THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS

In this Framework Contract and each Statement of Work the following expressions have the following meanings:

- 1.1 “**Affiliate**” means any direct or indirect holding company or subsidiary company of the relevant entity. A company is a “**Subsidiary**” of another company, if the latter company: (a) holds a majority of the voting rights in it; or (b) is a member of it and has the right to appoint or remove a majority of its board of directors; or (c) is a member of it and controls alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it. “**Company**” includes anybody corporate or any legal entity capable under law of making a contract.
- 1.2 “**Fees**” means the fees specified in a Statement of Work.
- 1.3 “**Materials**” means all documentation and materials provided by Hanya to the Client as part of the provision of the Professional Services, excluding such materials marked or otherwise identified as owned or licensed by any third party.
- 1.4 “**Media**” means the physical materials (such as digital media) on which the Materials are provided.
- 1.5 “**Professional Services**” means the professional services, such as consultancy, training, and all other services that Hanya may agree to provide to the Client pursuant to a Statement of Work.
- 1.6 “**Statement of Work**” means a contract for specified Professional Services that is made in accordance with Clause 2.

2 STATEMENT OF WORK

- 2.1 This Framework Contract operates as a binding contractual framework under which the parties may

agree Statement of Works by completing the attached Statement of Work pro forma. Each completed Statement of Work is a separate contract for the Professional Services. A completed Statement of Work incorporates all terms of this Framework Contract that directly or indirectly relate to that Statement of Work.

- 2.2 A Statement of Work is deemed completed and binding on the parties if: (a) it is signed by both parties; or (b) it is submitted to the Client by Hanya in accordance with Clause 2.3 below.
- 2.3 If the Professional Services are undertaken by Hanya on the written request of the Client and it is not reasonably practicable to populate and execute a Statement of Work for services prior to such services commencing, as soon as reasonably practicable thereafter Hanya shall submit to the Client a retrospective Statement of Work capturing the Professional Services ordered by the Client, with the fees calculated on a time and materials basis at Hanya’s then prevailing standard rates. Such a Statement of Work will not require the Client’s signature to be binding on the parties.
- 2.4 In the event of conflict between a Statement of Work and this Framework Contract, the Statement of Work shall prevail.

3 RESPONSIBILITIES

- 3.1 Hanya warrants that it shall provide all the Professional Services using reasonable care and skill.
- 3.2 To the extent that Hanya may reasonably require in order to provide the Professional Services, the Client shall: (a) permit Hanya’s staff to have access to its premises; (b) provide Hanya with reasonable, prompt co-operation and assistance; and (c) make available to Hanya all office, information, and telecommunications facilities reasonably required.

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3.3 Each party shall use reasonable efforts to perform its duties as identified in a Statement of Work. Both parties shall use reasonable efforts to meet the timescales specified in a Statement of Work.

3.4 Each party shall appoint a project manager for a Statement of Work who shall: (a) deal with requests for information; (b) deal with change requests under Clause 11; (c) coordinate the activities of colleagues engaged on the project; (d) be responsible for agreeing and signing project documentation; and (e) be responsible for signing delivery / acceptance certificates. Each party shall ensure that its project manager has the relevant skills and experience to enable them to do their job.

3.5 Each Party hereby represents and warrants that the persons executing this Agreement on its behalf have express authority to do so, and, in so doing, to bind such Party thereto. Furthermore, each Party represents and warrants that it will comply with all laws applicable to the services being performed hereunder.

4 PROPERTY AND LICENCES

4.1 Risk in (and the responsibility to keep secure and insured) the Media shall pass to the Client on Delivery. Unless otherwise provided in the Statement of Work, a Statement of Work shall not transfer to the Client ownership of: (a) the title in the Media; and / or (b) Intellectual Property Rights the Materials.

4.2 Hanya owns all of its copyrights, database rights, rights in inventions, patent applications, patents, trademarks, trade names, know-how, service marks, design rights (whether registered or unregistered), trade secrets, rights in confidential information and all other industrial or intellectual property rights of whatever nature for the full duration of such rights, including any extensions or renewals ("**Intellectual Property Rights**") which it includes in the Materials.

4.3 If agreed to in the Statement of Work, the Client shall (and shall procure that its Affiliates or agents shall) promptly enter into such documentation as is reasonably required by Hanya to vest ownership of Intellectual Property Rights in accordance with Clause 4.1.

4.4 Except as provided in the SOW, Hanya grants to the Client a non-exclusive perpetual (subject to termination by Hanya in accordance with Clause 6.2(i) or 6.2(iii)) licence to: (a) use the Materials; and (b) make and maintain a reasonable number of back-up copies of the same; in each case only for its internal business purposes ("**Licence**").

4.5 Except as provided in the SOW and this Clause 4.5, the Client must not sub-license the use of the Materials, or permit third parties to use (whether directly, or as

part of a managed service) the same.

(i) By giving prior written notice to Hanya, the grant of the Licence to the Client may be extended to designated Subsidiaries of the Client solely for their respective internal business purposes;

(ii) The Client warrants that its Subsidiaries and customers' (as / if applicable) shall comply with these terms and the Client acknowledges that its Subsidiaries' and customers' (as / if applicable) rights deriving from the licences arises directly from a Statement of Work and, therefore, on termination of that Statement of Work, the Subsidiaries' and customers' access and use shall also terminate except as otherwise provided in the Statement of Work.

5 PAYMENT

5.1 The Fees and expenses shall be payable by the Client in accordance with a Statement of Work and this Clause 5.

5.2 All Fees and expenses payable by the Client to Hanya are subject to UK Value Added Tax.

5.3 If the Fees are payable:

(i) on a "time and materials" basis (as specified in a Statement of Work), then the Client shall also pay any expenses reasonably incurred by Hanya in performing its duties under that Statement of Work, including travel, accommodation, and subsistence expenses which are incurred in accordance with the Client's Travel and Expense Policy. Such Fees and expenses shall become payable monthly in arrears; or

(ii) on a "fixed price" basis (as specified in a Statement of Work), then such Fees and any expenses reasonably incurred by Hanya in performing its duties under that Statement of Work, including travel, accommodation, and subsistence expenses incurred in accordance with Client's Travel and Expense Policy, shall become payable as specified in that Statement of Work.

5.4 Hanya shall invoice the Client for the Fees and expenses as and when they become payable. The Client must pay Hanya's invoices no later than 30 days after receipt.

5.5 If any sum payable under a Statement of Work is not paid by the last day that the Client was entitled to make payment under Clause 5.4, then (without prejudice to Hanya's other rights and remedies): Hanya shall be entitled to suspend the provision of the Professional Services until the Client has paid all outstanding invoices.

5.6 The Client shall not be entitled to set off any sums due from it to Hanya, against sums due to the Client from Hanya under any Statement of Works, or any other

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contract.

6 TERM AND TERMINATION

6.1 **Framework Contract.** This Framework Contract shall commence on the date of signature by both parties of this Framework Contract and shall continue unless and until terminated by either party in accordance with this Clause 6. Either party shall be entitled to terminate this Framework Contract by giving to the other at any time not less than three (3) months prior written notice.

- (i) Termination of this Framework Contract pursuant to this Clause 6.1 shall not terminate any outstanding Statement of Work.
- (ii) On termination of this Framework Contract howsoever caused the rights and duties created by Clauses 7, 9, 12.1 and 13 shall survive and any rights of either party which arose on or before termination shall be unaffected.

6.2 **Statement of Works.** A Statement of Work shall commence pursuant to Clause 2.2 and shall terminate on completion or in accordance with this Clause 6.2. Either party shall be entitled to terminate a Statement of Work immediately:

- (i) by giving to the other party not less than 30 days prior written notice; or
- (ii) if the other party commits any material breach of its obligations under a Statement of Work (and where such breach is capable of remedy, fails to remedy that breach within 30 days of written notice of that breach); and / or
- (iii) if the other party has a winding up petition presented or enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction without insolvency) or makes an arrangement with its creditors or petitions for an administration order or has a receiver, administrator or manager appointed over any of its assets, or a court or arbiter with authority to so determine, determines that the debtor is unable to pay its debts.
- (iv) On termination of a Statement of Work howsoever caused: (a) each party shall promptly return all property of the other party that was provided under that Statement of Work; (b) the perpetual licence granted pursuant to Clause 4.4 shall remain in force (unless terminated by Hanya in accordance with Clauses 6.2(i) or 6.2(iii)); (c) other Statement of Works and this Framework Contract shall be unaffected; (d) the rights and duties created by Clauses 4.1 - 4.3, 5 (including accrued payment obligations of the Client), 6.2(iv), 7, 8, 12.2 and 13 shall survive; and (e) any

rights of either party which arose on or before termination shall be unaffected.

- (v) In the event that termination of a Statement of Work precedes completion of the Professional Services: (a) Hanya shall make such partial delivery to the Client of the Professional Services and the Materials as is reasonably practicable, such Professional Services and Materials provided on an "AS IS" basis; and (b) if the parties had agreed to a "fixed price" in that Statement of Work, Hanya shall reduce the fixed price to an amount that reasonably reflects both the value of the Professional Services and the Materials that have been provided under that Statement of Work and the cost to Hanya of providing such Professional Services and the Materials.

7 CONFIDENTIAL INFORMATION

7.1 **Confidential Information.** Each party that receives ("**Receiving Party**") non-public business and financial information ("**Confidential Information**") from the other (or the other's Affiliates) ("**Disclosing Party**"), whether before or after the date of this Framework Contract or in connection with a Statement of Work shall: (a) keep the Confidential Information confidential; (b) not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with Clauses 7.2, or 7.3; and (c) not use the Confidential Information for any purpose other than the performance of its obligations or its enjoyment of rights under this Framework Contract and / or a Statement of Work ("**Permitted Purpose**").

7.2 The Receiving Party may disclose Confidential Information to its own, or any of its Affiliates, officers, directors, employees, agents and advisers who reasonably need to know for the Permitted Purpose (each a "**Permitted Third Party**"), provided that the Receiving Party shall remain liable to the Disclosing Party for the acts, omissions, and compliance with the terms of this Clause 7 of such Permitted Third Party as if such Permitted Third Party was the Receiving Party (and a party to this Framework Contract). The Receiving Party shall ensure that each Permitted Third Party is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Clause 7.

7.3 If required by law, the Receiving Party may disclose Confidential Information to a court or regulatory authority or agency, provided that the Receiving party shall (if legally permissible) provide advance notice to the Disclosing Party and the Receiving Party co-operates with any attempt by the Disclosing Party to obtain an order for providing for the protection in respect of such information.

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7.4 The parties agree that in the event of a breach or threatened breach by the Receiving Party, including its agents, directors or employees, of the provisions of this Framework Contract, the innocent party may have no adequate remedy in money damages and accordingly shall be entitled to an injunction against such breach, in addition to any other legal or equitable remedies available to it.

7.5 Confidential Information shall not, however, include any information that (i) was publicly known or made generally available without a duty of confidentiality prior to the time of disclosure by the Disclosing Party to the Receiving Party; (ii) becomes publicly known or made generally available without a duty of confidentiality after disclosure by the Disclosing Party to the Receiving Party through no wrongful action or inaction of the Receiving Party; (iii) is in the rightful possession of the Receiving Party without confidentiality obligations at the time of disclosure by the Disclosing Party to the Receiving Party as shown by the Receiving Party's then-contemporaneous written files and records kept in the ordinary course of business; (iv) is obtained by the Receiving Party from a third party without an accompanying duty of confidentiality without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by written records and other competent evidence prepared contemporaneously with such independent development.

8 LIABILITY

8.1 Neither party shall exclude or limit its liability for: (a) death or personal injury caused by its negligence; and / or (b) fraudulent misrepresentation.

8.2 Neither party shall be liable for any loss of profit, loss of revenue, loss of anticipated savings, loss of goodwill, and / or loss of data.

8.3 The Client agrees that it will have no remedy in respect of any untrue statement or representation made to it (including those made negligently) upon which it relied in entering into any Statement of Work and that its only remedies can be for breach of contract (unless the statement was made fraudulently).

8.4 Both parties Contractual Liability to the other Client shall not exceed the Fees paid or payable by the Client. "**Contractual Liability**" means total aggregate liability howsoever arising under or in relation to the subject matter of a single Statement of Work that is not: (a) unlimited by virtue of Clause 8.1; or (b) excluded pursuant to Clauses 8.2 and 8.3.

8.5 Hanya hereby excludes any implied condition or

warranty concerning the merchantability, quality or fitness for purpose of the Professional Services, the Materials, whether such condition or warranty is implied by statute or common law.

8.6 Neither party shall be liable for any delay or failure in performing its duties under a Statement of Work caused by any circumstances beyond its reasonable control.

9 NON-SOLICITATION

9.1 During the term of this Framework Contract, neither party shall, without the prior written consent of the other, actively initiate recruitment of any employee of the other who performed (or is performing) material obligations under any Statement of Work (excluding administrative, secretarial, or other back-office functions); provided however, this shall not prevent either party from hiring someone who answers a general solicitation that is posted by the hiring party. If the restriction set forth in this Clause 9.1 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area for which it may be enforceable.

9.2 If a party breaches Clause 9.1, it shall pay the other party an amount equal to the last two (2) months' salary of the applicable individual in recognition of the value of the individual to the other party and cost of recruiting and training a replacement. The parties agree that this sum is a genuine pre-estimate of the loss likely to be suffered by the other party in these circumstances and not a penalty. Payment of the above referenced amount shall be a party's only remedy for a breach of Clause 9.1.

10 ASSIGNMENT AND SUBCONTRACTING

10.1 The Client shall not assign or otherwise transfer this Framework Agreement or any Statement of Work or any of its rights and duties thereunder without the prior written consent of Hanya, such consent not to be unreasonably withheld or delayed. Hanya shall not assign or otherwise transfer any of its duties under this Framework Agreement without the prior written consent of the Client, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign its rights and obligations hereunder to an Affiliate.

10.2 Hanya may sub-contract the performance of any of its duties under a Statement of Work to any of its contractors with the Client's prior written consent, such consent not to be unreasonably withheld or delayed.

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10.3 The rights and liabilities of the parties hereto are binding on, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

11 CHANGES

11.1 **Framework Contract.** No changes to this Framework Contract shall be valid unless made in writing and signed by the authorised representatives of both parties.

11.2 **Statement of Works.** If either party wishes to request a change to a Statement of Work at any time, it shall provide the other with written details of the change and such further information as the other party shall reasonably require. The parties may agree to the change, by executing a new Statement of Work to that effect. Subject to Clause 11.3, no changes to a Statement of Work shall be valid unless made in accordance with this Clause 11.2.

11.3 **Re-scheduling.** Hanya shall not unreasonably withhold its consent to the Client's request to re-schedule the date or time of performance of certain Professional Services. However, given that it will not be practical for Hanya to re-schedule resources on short notice, the parties agree that if the Client gives to Hanya less than seven (7) clear days' notice of such a request then the Client must pay to Hanya the actual cost of such booked Professional Services which cannot be utilized in another manner by Client or another client, provided that Hanya shall use reasonable efforts to mitigate the amount of the costs due from Client. For the purpose of this Clause 11.3, a "day" excludes Saturday, Sunday, and public holidays.

12 DISPUTES

12.1 **Framework Contract.** Any dispute arising under this Framework Contract shall be referred to the senior management of each party who shall attempt resolution through negotiations. If the dispute remains unresolved for at least fourteen (14) days, either party may refer the dispute to the English courts.

12.2 **Statement of Works.** Any dispute arising under a Statement of Work should first be escalated to the current project managers for that Statement of Work. If the dispute remains unresolved for at least fourteen (14) days, it shall be referred to the senior management of each party who shall attempt resolution through negotiations. If the dispute remains unresolved for a further fourteen (14) days, either party may refer the dispute to the English courts.

13 GENERAL PROVISIONS

13.1 **Third Party Rights.** The parties hereby exclude to the fullest extent permitted by law any rights of third parties to enforce or rely upon any of the provisions of this Framework Contract and any Statement of Work.

13.2 **Relationship.** Nothing in this Framework Contract or any Statement of Work shall render the Client a partner or an agent of Hanya and the Client shall not purport to undertake any obligation on Hanya's behalf nor expose Hanya to any liability nor pledge or purport to pledge Hanya's credit.

13.3 **Entire Agreement.** This Framework Contract and the Statement of Works supersede any prior contracts, arrangements and undertakings between the parties in relation to its subject matter and constitute the entire contract between the parties relating to the subject matter (provided that at all times each Statement of Work incorporates, and does not supersede, the terms of this Framework Contract).

13.4 **Severance.** If any part of this Framework Contract or any Statement of Work is held unlawful or unenforceable that part shall be struck out and the remainder of this Framework Contract or that Statement of Work (as applicable) shall remain in effect.

13.5 **Notices.** All notices (which include invoices and correspondence) under this Framework Contract and a Statement of Work shall be in writing and in the case of this Framework Contract shall be sent to the address of the recipient set out in this Framework Contract or to such other address as the recipient may have notified from time to time, and in the case of a Statement of Work shall be sent to the address of the recipient set out in that Statement of Work or to such other address as the recipient may have notified from time to time. Any notice may be delivered personally, by a reputable courier service, by first-class post, by fax, or by e-mail and shall be deemed to have been served if by hand when delivered, if by courier service or first class post forty-eight (48) hours after delivery to the courier or posting (as the case may be), if by fax when confirmation of transmission is received, or if by e-mail immediately.

13.6 **No Bribery or Modern Slavery.** The Client warrants that it: (a) has not committed and will not commit an offence under the Bribery Act 2010 in relation to this Framework Contract or any other contract with Hanya; (b) has adequate procedures (as defined in section 7(2) of that Act) in place to prevent its associated persons from committing an offence under the Bribery Act 2010; and (c) it complies with the Modern Slavery Act 2015. All references to legislation are to such legislation as amended, extended or re-

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enacted.

subject to the exclusive jurisdiction of the courts.

13.7 This Framework Contract and the Statement of Works are governed by law of England and Wales and are

SIGNATURE	
Signed for and on behalf of Hanya Partners Limited by: Signed..... Name..... Position..... Date.....	Signed for and on behalf of the Client by: Signed..... Name..... Position..... Date.....

STATEMENT OF WORK PRO FORMA FOR PROJECTS

STATEMENT OF WORK	
Statement of Work reference:	
Client:	
Client's PO number:	

PROFESSIONAL SERVICES	
Scope	
[As specified in the attached Scope Document version X dated Y ("Scope Document").] OR [As detailed below:] OR [The following changes will be made to Statement of Work reference X:]	
Timetable	
[As detailed in the Scope Document] OR [As detailed below:]	
Estimated Date	Milestone
Additional Client Responsibilities	
[As detailed in the Scope Document] OR [As detailed below:]	

FEES		
Time and Materials <i>Determined by multiplying the applicable rates by the actual time undertaken.</i>	[As detailed in the Scope Document] OR [As detailed below:]	
	Role	Rate (per day, based on a 8 hour day)
	[INSERT]	[INSERT]
	[INSERT]	[INSERT]
	Special rates for additional hours (i.e. above 8 hours a day, and on weekends and public holidays): [INSERT – ADDITIONAL HOURS RATES]	
Fixed Price	[As detailed in the Scope Document] OR [As detailed below:]	
	Amount	Payable on
	[INSERT]	[INSERT]
	[INSERT]	[INSERT]

PROJECT CONTACTS	
Hanya's Project Manager	[Please insert names and contact details, including contact address]
Client's Project Manager	[Please insert names and contact details, including contact address]

STATEMENT OF WORK PRO FORMA FOR PROJECTS

SIGNATURE	
This Statement of Work incorporates the terms of the Framework Contract made between the parties.	
Signed for and on behalf of Hanya Partners Limited by: Signed..... Name..... Position..... Date.....	Signed for and on behalf of the Client by: Signed..... Name..... Position..... Date.....