

MASTER SERVICES SALES AGREEMENT

This MASTER SERVICES SALES AGREEMENT (“**Agreement**”) is made as of the ____ day of _____, [Year] (the “**Effective Date**”) by and between CDW Limited (“**Seller**”) and _____ (“**Customer**”).

Section 1. DEFINITIONS.

1.1. “Affiliates” means, with respect to Seller, entities that Control, are Controlled by, or are under common Control with Seller; and, with respect to Customer, entities both that Control, are Controlled by, or are under common Control with Customer and that are identified on **Exhibit A**, which is incorporated herein.

1.2. “Anti-Corruption Laws” means any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations, such as the US Foreign Corrupt Practices Act 1977, the UK Bribery Act 2010, and the Canadian Corruption of Foreign Public Officials Act.

1.3. “Customer Party” means Customer, any Affiliates of Customer, any direct or indirect subcontractors of Customer or its Affiliates and any of such subcontractors' Affiliates.

1.4. “Confidential Information” means, subject to the following sentence, any information or data of a confidential nature of a Party, its Affiliates or a third party in oral, electronic or written form that the receiving Party knows or has reason to know is proprietary or confidential and that is disclosed by a Party in connection with this Agreement or that the receiving Party may have access to in connection with this Agreement, including but not limited to the terms and conditions of this Agreement and each Statement of Work. Confidential Information does not include Personal Data (as defined in **Exhibit C**, which is incorporated herein).

1.5. “Control” or “Controlled” means the possession, directly or indirectly, of the power to direct or cause the direction of the affairs of another whether by ownership of shares, ability to appoint officers, contract or otherwise.

1.6. “Delivery Date” means the date of delivery of the Services, which may be set out in the Statement of Work, or if not, communicated, in writing, by Seller to Customer.

1.7. “Deliverables” means any materials (or combination thereof) to be supplied, provided or produced as specified in the relevant Statement of Work by or on behalf of Seller, individually or jointly with Customer, in the performance of the Services and will include all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information, whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Agreement that are embodied in such work or materials. Deliverables shall not include any Seller IPR.

1.8. “Documentation” means all documentation and other written material describing, explaining or assisting in the use of the Services and/or any materials, including all diagrams necessary for the maintenance of any such materials by or on behalf of Customer, a list of all known defects in the relevant materials, whether material to the operation thereof or otherwise, and any user manuals.

1.9. “Employment Liabilities” includes all awards,

compensation, costs, expenses, losses, liabilities, damages, claims, proceedings, awards, fines, orders, demands, actions, payments by way of settlement, penalties, payments pursuant to Court or Tribunal awards or orders and other liabilities (including legal and other professional fees and expenses on an indemnity basis) whenever or howsoever arising or brought.

1.10. “Force Majeure Event” means any event or circumstance arising which is beyond the reasonable control of Seller (including but not limited to any industrial dispute affecting any third party, carrier delays, embargos, acts of God or acts or laws of governmental regulations or government agencies, severe weather conditions, fire, flood, disaster, failure of power, civil riot, war or terrorism).

1.11. “Input Material” means all documents, information, representations, statements and materials provided by Customer or a third party on behalf of Customer, relating to the Services, including computer programs, data, logos, reports and specifications and inventories.

1.12. “Insolvency Event” means the occurrence of any of the following:

- (a) a party stops or suspends, or declares any intention to stop or suspend, its business or payment of its debts or any class of its debts generally or otherwise becomes insolvent;
- (b) any step is taken to enforce any charge, mortgage or other security interest over all or any material part of its assets or undertaking or any of the same is or becomes enforceable;
- (c) a notice is issued for the purposes of convening a meeting to approve the placing of a party in administration or liquidation, or a petition is presented or an order made for the administration or liquidation of a party or otherwise become subject to dissolution proceedings;
- (d) a voluntary arrangement or any other arrangement, compromise or composition of a party's debts, or any class of its debts, is proposed or made by or with a party;
- (e) a judgment, order or award made against a party is outstanding and not discharged within 20 days or if any distress, execution, sequestration or similar process is levied on or commenced against any of the assets of a party and not lifted, withdrawn or discharged within 45 days; or
- (f) any circumstances arise or events occur in relation to a party or any of its material assets in any country or territory in which it carries on business or to the jurisdiction of whose courts it or any of its assets is subject, which corresponds to or has an effect equivalent or similar to any of those stated in paragraph (a) to (e) (inclusive) of this definition.

1.13. “Intellectual Property Rights” or “IPR” means any and all of the following rights in (i) patents, unpatented inventions, designs and trade marks (whether registered or unregistered), copyright, database rights and know how, trade secrets, inventions, discoveries, utility models, goodwill in any trade or service name or get-up;

(ii) all other intellectual property or proprietary rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future; and (iii) applications, reversions, extensions and renewals in relation to any such rights.

1.14. "Laws" means any applicable federal, state, provincial, local, municipal, regional, foreign, international, multinational or other constitution, law, statute, treaty, rule, regulation, regulatory or legislative requirement, ordinance, license, restriction, judicial or administrative order, code, common law or other pronouncement having the effect of law.

1.15. "Party" means individually, as applicable, Seller or Customer, and **"Parties"** means in each instance, Seller and Customer.

1.16. "Personnel" means agents, employees or subcontractors.

1.17. "Purchased Items" means those certain Services (as defined herein) that are purchased by Customer and provided by Seller hereunder.

1.18. "Seller IPR" means the Intellectual Property Rights which are used in delivery of the Service and are (i) proprietary to Seller or any third party (other than Customer) and (ii) are or have been developed independently of this Agreement (whether prior to the Effective Date or otherwise), and in each case, including modifications or enhancements to such Intellectual Property Rights, whether or not such modifications or enhancements are developed as part of the Services.

1.19. "Seller Party" means Seller, any Affiliates of Seller, any direct or indirect subcontractors of Seller or its Affiliates and any of such subcontractors' Affiliates.

1.20. "Services" means consulting and other services performed by Seller or its subcontractors, but not including Third Party Services.

1.21. "Statement of Work" or "SOW" meaning a document in electronic or written form that is signed and delivered by each of the Parties for the performance of Services as the same may be amended or modified from time to time and that incorporates the terms and conditions of this Agreement.

1.22. "Taxes" means any applicable sales, use, transaction, value added, goods and services tax, harmonized sales tax, withholding tax, excise or similar taxes, and any foreign, provincial, federal, state or local fees or charges (including but not limited to, environmental or similar fees) and any income or business tax liability, including any penalties and interest in respect thereof, imposed on, in respect of or otherwise associated with any transaction hereunder, or the Purchased Items (except taxes on or measured by the net income of Seller).

1.23. "Third Party Services" means certain services other than services provided by Seller, including, but not limited to, on-going support and/or maintenance services (each of which if provided may be subject to third party terms and conditions which are available from Seller on request), extended warranty service by manufacturers, that are sold by Seller as a distributor or sales agent.

1.24. "TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as may be amended, added to, replaced or superseded from time to time.

Section 2. AFFILIATES.

2.1 Subject to credit approval by Seller, any Customer Affiliate may enter into any transaction available to Customer hereunder, and each such Customer

Affiliate will be deemed to be Customer under this Agreement with respect to any such transaction. Notwithstanding the foregoing, Customer, as set forth above, will be liable for the performance of the obligations of its Affiliates, including without limitation payment. Customer shall make the terms of this Agreement available to its Affiliates and notify such Affiliates that any purchases from Seller or any of Seller's Affiliates shall be subject to the terms of this Agreement.

Section 3. SERVICES.

3.1. Subject to the terms and conditions of this Agreement, Seller may perform certain Services for Customer as described generally in this Agreement and as more particularly described in a Statement of Work, which shall substantially take the form of **Exhibit B**, which is incorporated herein. Each SOW constitutes a separate agreement with respect to the Services performed thereunder. In the event of an addition to or a conflict between any term or condition of the SOW and the terms and conditions of this Agreement, the terms and conditions of this Agreement will control, except as expressly amended for an individual SOW by specific reference to the amended provision. In respect of each Statement of Work, these terms shall apply to the exclusion of any terms or conditions contained or referred to in any documentation submitted by Customer or in correspondence or implied by trade, custom or course of dealing (whether or not in conflict with or additional to these terms).

3.2. In the event of any termination of a SOW, Customer will pay Seller for all Services performed and expenses incurred and any other non-recoverable costs incurred by Seller up to and including the date of such termination.

3.3. As between Customer and Seller, all Intellectual Property Rights developed or contained in the Deliverables and Seller IPR shall remain the property of Seller. Customer's rights to Deliverables will be, upon payment in full, a non-transferable, non-exclusive, royalty-free, perpetual license to use such Deliverable solely for Customer's internal use. Customer obtains no ownership or other property rights thereto. Customer agrees that Seller may incorporate Seller IPR or intellectual property created by third parties into the Deliverables and that Customer's right to use such Deliverables may be subject to the rights of, and limited by agreements with, such third parties or Seller. In addition, Customer will have no rights in any Seller IPR other than: (a) to use it as authorized by Seller in writing from time to time solely for purposes of performing any Customer responsibilities under any Statement of Work or (b) to the extent that Seller IPR is incorporated into any Deliverable, to use it as part of the Deliverable for purposes of Customer's internal business purposes only. Customer shall indemnify, defend and hold Seller, its Affiliates, and its and their directors, officers, employees and agents harmless from any loss (of any kind), cost, damage or expense (including, but not limited to, attorneys' fees and expenses) which Seller may suffer as a result of the breach by Customer of such agreements. If any Seller IPR is made available to Customer under subsection (a) above, it will be made available on an "AS IS" basis and without express or implied warranties of any kind. Seller IPR is confidential information of Seller for purposes of Section 9. In no event shall Seller be precluded from developing for itself, or others, anything, whether in tangible or nontangible

form, which is competitive with, or similar to, the Deliverables. In addition, Seller will be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.

3.4. Seller shall use reasonable endeavors to deliver the Services by the Delivery Date, but shall not be liable for any cost or damage caused by late or non-delivery. Dates and times for delivery or performance by Seller are estimates only and time shall not be of the essence in respect of these and Seller shall not be liable for any loss, damage, cost or expense caused directly or indirectly by any delays in delivery.

3.5. Customer acknowledges that there are lead times between ordering Services, agreement of and the commencement of performance of Services. The Parties shall co-operate in the ordering and agreement of SOWs to meet each Party's demands and expectations.

3.6. Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty, or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services.

3.7. Seller warrants that the Services and/or Deliverables will, for a period of thirty (30) days from the date of acceptance (or such other date as may be agreed in a SOW), materially conform to, and operate in accordance with the specifications set out in the relevant SOW. Except as otherwise set forth in a SOW, all Services and Deliverables will be deemed accepted if Customer does not reject the Services or Deliverables by providing written notice within five (5) days after delivery specifically identifying the manner in which the Services or Deliverables fail to materially comply with their applicable specifications. Seller will be entitled to rely on all decisions and approvals of Customer in connections with the Services and Deliverables.

3.8. Customer shall promptly notify Seller in writing of any failure by Seller to comply with any of the warranties set out in this Section 3, as soon as practicable after discovery of the failure, failing which Seller shall be entitled to reject the claim. The notice from Customer to Seller shall identify and, where possible, substantiate the breach.

3.9. In the event that Customer requests Seller to provide any Third Party Services and there is a discrepancy between the third party terms and conditions and these terms and conditions, the third party terms and conditions prevail only to the extent of such discrepancy with regard to the particular Services being provided under the third party terms and conditions. Customer agrees to be bound by the third party terms and conditions.

3.10. Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption during the performance of Services and for any necessary reconstruction thereof.

3.11. Customer shall co-operate with Seller in all matters relating to the Services, including by providing timely responses to Seller's inquiries and requests for approvals and authorizations and shall ensure that each

person with whom Seller engages in relation to the Services has the authority contractually to bind Customer on matters relating to the Services.

3.12. Customer shall provide, for Seller, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to any information or materials reasonably required by Seller in connection with providing the Services, and access to Customer's premises, office accommodation, data and other facilities as required by Seller.

3.13. Customer shall provide, in a timely manner, such Input Material and other information as Seller may require, and ensure that it is accurate in all material respects. For the avoidance of doubt, Seller shall be under no obligation to test, check or confirm the accuracy of the Input Material prior to performing the Services unless required by a SOW.

3.14. Customer shall be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services.

3.15. Customer shall provide Seller access to Customer's staff (and when the Services are provided at another location designated by Customer, the staff and resources at such location) that Seller determines are useful or necessary for Seller to provide the Services. When the Services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate insurance coverage to protect Seller and Customer's premises and shall indemnify, defend and hold Seller, its Affiliates, and its and their directors, officers, employees and agents harmless from any loss (of any kind), cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the Services, other than solely as a result of Seller's gross negligence or willful misconduct.

3.16. Customer shall provide full-time qualified, knowledgeable personnel capable of: (i) performing Customer obligations; (ii) making timely decisions necessary to move the Services forward; and (iii) participating in the project and assisting Seller's performance of the Services. Customer shall perform other reasonable duties and tasks to facilitate Seller's performance of the Services.

3.17. Customer shall inform Seller of all health and safety rules and regulations and any other reasonable security requirements that apply at the premises of Customer specified in the relevant SOW where the Services are to be performed.

3.18. Customer shall obtain and maintain all necessary licenses and consents and comply with all relevant Laws in relation to the Services, the right or license for Seller, its Affiliates, and its and their subcontractors to access, use and modify all data and third party products, to use Input Material and to use any equipment, systems, cabling or facilities provided by Customer and used by Seller directly or indirectly in the supply of the Services. Customer shall also obtain and maintain all necessary licenses and consents required under applicable labor Laws, for Seller, its Affiliates and their personnel to work in the Customer's or its Affiliates' premises.

3.19. Customer shall comply with any other obligations set out in the applicable SOW.

3.20. Seller shall indemnify and defend Customer from any third party claim brought against Customer to the extent that any Deliverable, infringes any presently existing United Kingdom patent, copyright or trade secret of any third party. Seller will pay any final judgment awarded to the third party against Customer and reasonable attorneys' fees and expenses on behalf of Customer, PROVIDED THAT Customer shall (i) notify Seller promptly in writing of any such claim; (ii) permit Seller to have sole control of the defense, compromise or settlement of such claim, including any appeals; (iii) not make any prejudicial statements or settlement offers without the prior written consent of Seller; (iv) fully co-operate with Seller in the defense or settlement of such claim; and (v) the claim does not arise as a result of any breach by Customer of a term of any applicable license.

3.21. Seller shall have no obligation to indemnify Customer for any intellectual property right infringement claim to the extent that it is based on (i) the use or combination of Deliverables with software, hardware or other materials not owned, developed or recommended by Seller; (ii) the use of the Deliverables in a manner other than that for which it was designed or contemplated as evidenced by Seller's Documentation; (iii) any unauthorized modification of the Deliverables by any party; (iv) any compliance with designs, plans, instructions, directions, or specifications provided by Customer; (v) Customer's distribution, marketing or use for the benefit of third parties of the Deliverables; or (vi) Customer's failure to use corrections or enhancements made available by Seller and such failure would have prevented such infringement. If any Deliverable is, or in Seller's opinion is likely to be, held to be infringing, Seller will at its expense and option either (a) procure the right for Customer to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing, or (d) direct the return of the Deliverable and refund to Customer the fees paid for such Deliverable less a reasonable amount for Customer's use of the Deliverable up to the time of return. The foregoing remedies constitute Customer's sole and exclusive remedies and Seller's entire liability with respect to infringement.

Section 4. IMAGE INSTALLATION.

4.1 Customer may from time to time, including in connection with the provision of Services, request that Seller perform an installation of Customer's software or images (including custom software images) ("Customer Images"). Prior to any such installation, Customer shall secure valid licenses for all Customer Images. If at any time, Seller reasonably believes that Customer does not have a valid license, Seller may immediately terminate the installation of Customer Images or request further assurances that Customer has valid licenses. In connection with the installation of Customer Images, Customer shall indemnify, defend and hold Seller, its Affiliates, and its and their directors, officers, employees and agents harmless from any loss (of any kind), cost, damage or expense (including, but not limited to, attorneys' fees and expenses) brought by a third party alleging that any such installation violates any license, copyright, confidential information or other proprietary right of such third party.

Section 5. PAYMENT.

5.1. Seller, or any of its Affiliates on behalf of Seller, may issue an invoice to Customer. All invoiced

amounts and payments shall be made Great Britain pounds sterling or in the currency as invoiced by Seller. Invoices in respect of Services provided on a fixed fee basis shall be issued in advance of the provision of such Services. Customer will pay invoices containing amounts authorized by the SOW within thirty (30) days of the date of the invoice, subject to continuing credit approval by Seller. Any objections to an invoice must be made to Seller point of contact within fifteen (15) days after the invoice date. Customer agrees to pay interest on all past-due sums at the statutory rate, and otherwise in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

5.2. Unless Customer expressly provides remittance advice, Seller is entitled to allocate payments received to settle (in full or in part) any sums due from Customer under any SOW, in any order or manner Seller determines.

5.3. Seller's pricing for the provision of Services are exclusive of applicable Taxes. Customer will pay for, and shall indemnify, defend and hold Seller, its Affiliates, and its and their directors, officers, employees and agents harmless from any loss (of any kind), cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising from any applicable Taxes. Customer must claim any exemption from such Taxes, fees or charges at the time of purchase and provide Seller with any necessary supporting documentation.

5.4. In the event of a default in the payment of an invoice, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees.

5.5. [NOT USED]

5.6. Customer shall make all payments under each SOW without withholding or deduction of, or in respect of, any Tax unless required by applicable Law. If any such withholding or deduction is required, Customer shall pay to Seller such additional amount as will ensure that Seller receives the same total amount that it would have received if no such withholding or deduction had been required.

5.7. Credit terms are subject to review from time to time and Seller shall at all times have the right to suspend or vary any credit terms granted.

5.8. In the event of a payment default, Seller reserves the right to suspend the applicable Services.

Section 6. DISCLAIMED WARRANTIES.

6.1. In the case of Third Party Services, the third party will be responsible for providing the Third Party Services to Customer, and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. With respect to Third Party Services, Seller acts solely as an independent sales agent when collecting any due amounts, including, but not limited to, Taxes.

6.2. EXCEPT AS SET FORTH HEREIN, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS AND COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF, OR RELATED TO, THE PURCHASED ITEMS OR THEIR PERFORMANCE OR NON-PERFORMANCE, INCLUDING BUT NOT LIMITED TO ANY

WARRANTY RELATING TO THIRD PARTY SERVICES.

6.3. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THIS AGREEMENT.

Section 7. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL EITHER PARTY, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: ANY LOSS OF PROFITS, LOSS OF SALES OR TURNOVER, LOSS OR DAMAGE TO REPUTATION, BUSINESS, REVENUES OR SAVINGS, LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, AND WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY. IN THE EVENT OF ANY LIABILITY INCURRED BY EITHER PARTY OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF EACH PARTY AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF THE POUND STERLING (A) AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THE SPECIFIC PURCHASED ITEM(S) GIVING RISE TO THE CLAIM OR (B) 100,000.

ALL EXCLUSIONS AND LIMITATIONS IN THIS AGREEMENT AND/OR ANY STATEMENT OF WORK SHALL ONLY APPLY SO FAR AS PERMITTED BY LAW AND IN PARTICULAR NOTHING SHALL EXCLUDE OR RESTRICT LIABILITY: (I) FOR DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF A PARTY OR ITS EMPLOYEES ACTING IN THE COURSE OF THEIR EMPLOYMENT, OR ITS AGENTS, ACTING IN THE FURTHERANCE OF THEIR DUTIES; (II) FOR FRAUDULENT MISREPRESENTATION OR OTHER FRAUD, (III) FOR ANY BREACH OF ANY OBLIGATIONS IMPLIED BY SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982; (IV) TO THE EXTENT PROHIBITED BY THE CONSUMER PROTECTION ACT 1987; (V) FOR ANY BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET OUT IN SECTION 8 OF THIS AGREEMENT; OR (VI) IN RESPECT OF ANY INDEMNITIES SET OUT IN THIS AGREEMENT.

Section 8. CONFIDENTIAL INFORMATION.

8.1. Each Party anticipates that it may be necessary to provide access to Confidential Information to the other Party in the performance of this Agreement.

8.2. Confidential Information does not include

information that: (a) becomes known to the public through no act of the receiving Party; (b) was known to the receiving Party prior to disclosure; (c) is made known to the receiving Party by a third party having the right to disclose it; or (d) is independently developed by Personnel of the receiving Party who have not had access to such information.

8.3. Each Party agrees that it will maintain the confidentiality of the other Party's Confidential Information for a period of three (3) years following the date of disclosure and will do so in a manner at least as protective as it maintains its own Confidential Information of like kind but in no event with less than a reasonable degree of care. Disclosures of the other Party's Confidential Information will be restricted (i) to a Party's personnel (including personnel employed by such Party's Affiliates) and subcontractors with a need to know such Confidential Information in connection with the performance of this Agreement, provided such parties are bound by obligations of confidentiality substantially similar to the terms of this Agreement, and (ii) to a Party's business, legal and financial advisors, provided such parties are bound by obligations of confidentiality substantially similar to the terms of this Agreement. Each Party agrees not to use any Confidential Information of the other Party for any purpose other than the business purposes contemplated by this Agreement. At the written request of a Party, the other Party will either return, or certify the destruction of, such Party's Confidential Information.

8.4. If a receiving Party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other Party, the receiving Party will give the disclosing Party prompt notice of such request so that the disclosing Party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

Section 9. TERM AND TERMINATION.

9.1. This Agreement shall be deemed to have come into force on the Effective Date and shall continue thereafter unless and until otherwise terminated in accordance with the terms of this Agreement.

9.2. Either Party may terminate this Agreement without cause upon thirty (30) days' prior written notice. Either Party may terminate this Agreement for cause if the other Party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified Party will have thirty (30) days to remedy its performance, except that it will have only ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination. Notwithstanding anything specified herein to the contrary, Seller shall have the right to terminate this Agreement immediately upon notice to Customer upon the occurrence of an Insolvency Event.

9.3. Save where this Agreement has been terminated as a result of non-payment by Customer, and subject to Section 9.4, this Agreement will continue to remain in effect with respect to orders for Purchased Items submitted by Customer prior to the termination of this Agreement. Upon termination or expiry of this

Agreement, Seller may terminate upon written notice any SOWs that are still in force upon the date of such termination or expiry.

9.4 Any SOW shall be effective as of the SOW Effective Date (as set forth in the applicable SOW) and shall, unless terminated as set forth in this Agreement or the applicable SOW, continue in effect until the date the relevant Services have been completed or the relevant Deliverable, if any, have been accepted for the term set forth in the applicable SOW.

Section 10. ESCALATION PROCEDURE.


10.1 Any claim or controversy related to or arising out of this Agreement, whether in contract or in tort, other than matters pertaining to proprietary information, proprietary rights, or payment disputes ("Dispute"), will be resolved according to the following process, which either Party may start by delivering a written notice to the other Party describing the Dispute and the amount involved ("Demand"). If the Dispute remains unresolved after three (3) business days after receipt of a Demand, each Party shall identify a designated representative and a senior manager in writing to the other Party, and the designated representatives from each Party will meet at a mutually agreed upon time and place and use commercially reasonable efforts to try to resolve the Dispute. The Parties shall conduct such negotiation on a confidential basis. If the Dispute remains unresolved for three (3) business days after such meeting, either Party may escalate the Dispute by sending notice to the other Party's senior manager. If the senior managers from both Parties cannot resolve the Dispute within three (3) business days after receipt of such written notice, either Party may pursue any other available remedies. The Parties shall use commercially reasonable efforts to attempt to settle any claim or controversy between themselves (acting in good faith) within one (1) calendar month of notice of the claim or controversy being given. The Parties shall conduct such negotiation on a confidential basis.

Section 11. NOTICES.

11.1 Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt, the third (3rd) day after postage prepaid mailing by regular mail or airmail to the address stated below, or the first (1st) day after such notice is sent by courier. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

Seller Notice Address:	With a courtesy copy to:
The Account Manager	Legal Department
One New Change	One New Change
London EC4M 9AF	London EC4M 9AF
	legal@uk.cdw.com

Customer Notice Address:


Attn: _____

Section 12. MISCELLANEOUS.

12.1. This Agreement contains the entire understanding of the Parties with respect to the subject matters herein and supersedes and replaces in their entirety any and all other prior and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the Parties hereto with respect to the subject matter hereof. Each Party acknowledges that it has not relied on any statements, warranties or representations given or made by any other party under or in relation to this Agreement, save those expressly set out in this Agreement. Each Party further acknowledges that it shall have no rights or remedies with respect to such subject matter other than under this Agreement.

12.2. No course of prior dealings between the Parties and no usage of trade will be relevant to determine the meaning of this Agreement or invoice related thereto.

12.3. Any reference to "writing" or "written" includes any method of reproducing words or text in a legible and non-transitory form and, for the avoidance of doubt, shall exclude e-mail.

12.4. Except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting any gender include all genders, and words denoting persons include firms and corporations and vice versa.

12.5. Unless otherwise stated, a reference to a clause or schedule is a reference to a clause of or schedule to this Agreement. Section headings are for ease of reference only and do not affect the construction of this Agreement.

12.6. No provision of this Agreement will be deemed waived, amended or modified by either Party unless such waiver, amendment or modification is in writing and signed by both Parties. Any delay or failure by either Party to exercise any right or remedy will not constitute a waiver of that Party to enforce such rights thereafter.

12.7. Seller may assign or subcontract all or any portion of its rights or obligations under this Agreement to any of its Affiliates or assign the right to receive payments to any of its Affiliates, without Customer's consent. Seller shall be responsible for the performance of any of its Affiliates, subcontractors or assignees under this Agreement. Customer may not assign this Agreement or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, this Agreement will be binding on and inure to the benefit of the Parties hereto and their successors and assigns.

12.8. Neither Party, at any time during or after the term of this Agreement, without the prior written consent of the other Party in each instance, shall issue, publish, or arrange for any press release of any kind or nature whatsoever, or shall use the trademark, service mark, trade or service name, or logo of the other Party.

12.9. If any term or condition of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof.

12.10. This Agreement and any non-contractual disputes or claims arising out of it shall be governed by and construed in all respects in accordance with English law. Subject to Section 10 the parties submit to the exclusive jurisdiction of the courts of England and agree that, in respect of proceedings in England and in any other jurisdiction, process may be served on either of them in the manner specified for notices in this Agreement.

Customer and Seller are solely obligated to address and resolve all disputes associated with this Agreement, including any damages or injuries to the Customer's Affiliates, and all claims related to this Agreement will be brought by Customer in the courts of England as provided in this Agreement. Except in the case of nonpayment, neither Party may institute any action in any form arising out of this Agreement more than one (1) year after the cause of action has arisen. The rights and remedies provided under this Agreement are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

12.11. The rights and obligations provided by Sections 2, 3, 4, 5, 6, 7, 8, 9, 10 and 12 and those terms and conditions which would, by their meaning or intent, survive the termination of this Agreement shall so survive.

12.12. This Agreement may be signed in separate counterparts, each of which shall be deemed an original, and all of which together will be deemed to be one original.

12.13. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, agency, partnership or joint venture. Accordingly, except as expressly authorized herein, no Party shall have any authority to act or make representations on behalf of the other Party, and nothing herein shall impose liability on a Party in respect of any liability incurred by another Party to a third party.

12.14. Seller shall use reasonable endeavors to provide such cooperation as may be reasonably required by any third party contractors of products and/or services to Customer so as to ensure that all Services can be provided to Customer in a coordinated, effective and timely manner. Seller shall be entitled to charge Customer its reasonable pre-approved (such approval not to be unreasonably withheld or delayed) costs of complying with this Section 12.13.

12.15. Seller shall not be liable for any loss or damage suffered or incurred by Customer arising from Seller's delay or failure to fulfil or otherwise discharge any of its obligations under this Agreement or any SOW where such delay or failure is caused by any non-performance of its obligations by Customer, industrial dispute, sudden or substantial depletion of Seller's staff, or any Force Majeure Event.

12.16. Seller and Customer each agree and undertake to the other that in connection with this Agreement and the provision of Deliverables and/or Services contemplated by this Agreement, they will each respectively comply with the applicable Anti-Corruption Laws. In the event that either Party has any basis for a good faith belief that the other Party may not be in compliance with the undertakings and/or requirements set out in this Section 12.15, such Party shall advise the other Party in writing of its good faith belief and the other Party shall cooperate fully with any and all reasonable enquiries undertaken by or on behalf of such Party.

12.17. Each Party warrants and agrees that it will comply with all Laws applicable to such Party in its performance of its obligations under this Agreement.

12.18. The Parties may change the scope of Services or Deliverables and other matters specified in the Statement of Work only by a written amendment executed by an authorized representative of each party (a "Change Order"). If Seller performs any Services or work at the request of Customer under this Agreement that is not

specified in a Statement of Work then, (a) the work will be considered Services provided under this Agreement, and Customer will pay Seller for such Services in accordance with Section 5 at Seller's then current time and materials rates, and (b) the Parties will promptly negotiate and enter into a Statement of Work or Change Order to an existing SOW to reflect the new or changed Services.

12.19. Nothing in this Agreement is intended or will be construed to confer upon any person (other than the Parties hereto and any indemnified party set forth in this Agreement) any rights, benefits or remedies of any kind or character whatsoever. Except as expressly stated in this Agreement, the Parties do not intend that any term of this Agreement shall be enforceable by any third party.

12.20. The Parties to this Agreement do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise, by any person who is not a party to this Agreement.

12.21. During the term of this Agreement and for a period of six (6) months from its termination neither party will employ, induce, entice or solicit for employment any member of the other's then current personnel. The preceding sentence does not, however, prohibit either party from soliciting employment by general advertisement.

12.22. In providing Services within UK, Seller will only use and supply either: (i) Seller employees; or (ii) temporary workers and contractors who are either (aa) permanent employees of a UK resident employment businesses; or (bb) a UK resident FCSA-accredited umbrella company as set out in **Exhibit D**.

Section 13. DATA PROTECTION

13.1. The Parties agree that Seller will not be required to process any Personal Data during the supply of any Products and/or Services under this Agreement unless explicitly stated in a SOW, in which case the provisions of **Exhibit K** shall apply. Unless the Parties agree that Seller will process any Personal Data under a SOW, Customer shall restrict Seller's access to any Personal Data under Customer's control.

Section 14. LOCALIZATION

14.1 Should any Seller Affiliate and any Customer Affiliate wish to enter into an agreement for the provision of Deliverables, Products and/or Services ("Local Agreement") in the Netherlands, Canada, Hong Kong, the United States, Australia, Ireland, Singapore, South Africa or the United Arab Emirates (as applicable) Local Agreement(s) can be agreed between the Parties and added as Exhibit(s) to this Agreement by way of addendum. The terms of this Agreement shall be incorporated into each such Local Agreement except to the extent that the Local Agreement expressly states that any amendments shall take precedence.

Section 15. TUPE

15.1 The Parties acknowledge and agree that it is not intended that TUPE shall apply to the commencement, provision or variation of the Services (or any part thereof) by any Seller Party or the commencement of any additional services by any Seller Party. The Parties further acknowledge and agree that it is not intended that any person's employment should transfer to or become employed by any Seller Party as a result of the

commencement, provision or variation of the Services (or any part thereof) by any Seller Party or the commencement of any additional services by any Seller Party.

15.2 Without prejudice to the Parties' intention under Section 15.1 above, if any contract of employment relating to any person(s) has effect, or is alleged or argued to have effect, as if made between the relevant Seller Party and that person(s) as a result of the commencement, provision or variation of the Services (or any part thereof) by any Seller Party or the commencement of any additional services by any Seller Party, the relevant Seller Party may, at its sole discretion, on becoming aware of that effect or alleged or argued effect, (i) require the Customer, within 14 days of the Seller becoming aware of any finding, allegation or argument that any contract of employment of any such person(s) has effect (or is alleged or argued to have effect) as if made between the relevant Seller Party and such person to offer (or procure that any Customer Party offers) to employ such person(s) on the same terms as they enjoyed immediately prior to their employment (or alleged or argued employment) with the relevant Seller Party; and (ii) if an offer is not made within the fourteen (14) day period or if an offer is made but not accepted within that fourteen (14) day period, the relevant Seller Party may terminate the contract of employment of such person(s).

15.3 If the relevant Seller Party terminates the contract of employment of such person(s) in accordance with Section 15.2 above, Customer will indemnify all the Seller Parties against (and shall pay an amount equal to) any Employment Liabilities incurred by any Seller Party arising out of or in connection with:

(a) such termination of employment;

(b) any failure under TUPE to inform and consult with any such person(s) (or in respect of any such person(s), including (without limitation) with any appropriate representatives of such person(s), works councils or employee representative bodies);

(c) any sum payable to or in respect of such person(s) prior to or in respect of the period prior to termination of employment or alleged or argued employment; and

(d) any liabilities that transfer or are alleged to transfer to any Seller Party, under TUPE or otherwise and any act, omission, fault or any event, matter or circumstance occurring or having its origin before the date of transfer, alleged or argued transfer or commencement of employment with the relevant Seller Party;

provided always that notice to terminate employment is served by the relevant Seller Party within three (3) months of the date that the relevant Seller Party becomes aware of the transfer or alleged or argued transfer.

15.4 Customer will indemnify all the Seller Parties against (and shall pay an amount equal to) any Employment Liabilities incurred by any Seller Party arising out of or in connection with: (i) any termination of employment by any Customer Party, at any time, of any employee of any Customer Party; and (ii) any claim by any person(s) (or their representatives) who accepts an offer of employment in accordance with Section 15.2(i) above.

[Signatures follow.]

IMPORTANT: You acknowledge, agree and accept that by electronically signing in the box below, that: (i) you have read the terms and conditions, that you fully understand them and that you agree to be bound by them; (ii) this agreement shall be deemed to be made in writing; and (iii) you affirmatively agree to sign by way of electronic signature, which shall be fully and legally binding.

Seller: CDW Limited		Client: XXXXXXXXXXXXXX	
By:		By:	{{cby_es_:signer1:signature}}
Name:		Name:	{{cname_es_:signer1:fullname}}
Title:	(Authorised Signatory)	Title:	{{ctitle_es_:signer1:title}} (Authorised Signatory)
Date:	XX/XX/XXXX	Date:	{{cdate_es_:signer1:date}}

Exhibit A

**Dated the ____ day of _____, [Year], to the
Master Services Sales Agreement
Between **CDW LIMITED**,
and _____**

Customer Affiliates

Statements of Work may be executed pursuant to the Agreement by the following Customer-designated parties:

Affiliate Name: _____

Address: _____

FEIN Number: _____

DUNS Number: _____

Account Number: _____

Affiliate Name: _____

Address: _____

FEIN Number: _____

DUNS Number: _____

Account Number: _____

Affiliate Name: _____

Address: _____

FEIN Number: _____

DUNS Number: _____

Account Number: _____

Exhibit B

Dated the ____ day of _____, [Year], to the

Master Services Sales Agreement

Between **CDW LIMITED,**

and _____

SAMPLE Statement of Work

The following is the SAMPLE SOW, as it may be updated from time to time by Seller, to be taken by all Statements of Work executed under this Agreement:

STATEMENT OF WORK

This statement of work ("SOW") is made and entered into on _____, 20__ (the "SOW Effective Date") by and between the undersigned, **CDW Limited** ("Seller") and _____ ("Customer").

PROJECT DESCRIPTION

Description of Services

Item(s) Provided by Seller

The following will be provided to Customer by the completion of this project:

Item	Description	Format

Project Scheduling

Professional Services Fees

Customer-Designated Locations

Seller will provide Services benefiting the following locations ("Customer-Designated Sites):

Location Name	Physical Address	Type(s) of Service(s)

Project Specific Terms

Details of Processing of Personal Data

☒ **Yes** ☐ **No** - Will Seller Process Customer's end-users' Personal Data in connection with the Services under the Agreement -

If neither box is checked, Customer agrees it is not providing any Personal Data to the Seller.

Subject Matter	The subject matter of the Processing under this SOW until the termination of this SOW is the Personal Data.
Duration	As between Seller and Customer, the duration of the Processing under this SOW is until the termination of this SOW in accordance with its terms.
Purposes	The purpose of the Processing under this SOW is the provision of the Services to the Customer and the performance of Seller's obligations under this SOW.
Nature of Processing	[TBD - General description of the Services]
Categories of Data Subjects	Customer's end-users.
Types of Personal Data	[TBD - General description of Personal Data that could be Processed]

The Parties hereby agree that Seller will process Personal Data under this SOW in accordance with **Exhibit K** of this Agreement.

Contact Person(s)

Each Party will appoint a person to act as that Party's point of contact ("Contact Person") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available.

The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

Expiration and Termination

This SOW expires and will be of no force or effect unless it is signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date written on its cover page, and then signed by Seller, except as otherwise agreed by Seller. Either Party may terminate this SOW for cause if the other Party fails to cure a material default in the time period specified in the Agreement (defined herein). This SOW can be terminated by Seller without cause upon at least fourteen (14) days' advance written notice.

Change Orders

A Change Order will be of no force or effect until signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date on its cover page and then signed by Seller, except as otherwise agreed by Seller.

In the event of a conflict between the terms and conditions set forth in a fully-executed Change Order and those set forth in this SOW or a prior fully-executed Change Order, the terms and conditions of the most recent fully-executed Change Order shall prevail.

Miscellaneous and Signatures

This SOW shall be governed by the Master Services Sales Agreement between CDW Limited and _____ dated _____, [Year] (the “Agreement”). All of the terms and conditions of the Agreement are incorporated into and made a part of this SOW. If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

In acknowledgement that the Parties below have read and understood this SOW and agree to be bound by it, each Party has caused this SOW to be signed and transferred by its respective authorized representative.

CDW LIMITED

By	By:
Name:	Name:
Title:	Title:
Phone:	Phone:
E-mail:	E-mail:
Date:	Date:
Mailing Address:	Mailing Address:
One New Change:	Street:
London EC4M 9AF:	City/Postal Code:
	Billing Contact:
	City/Postal Code:

- ☐ A purchase order for payment under this SOW is attached.
- ☐ A purchase order is not required for payment under this SOW.

Services Manager _____

Exhibit C
Data Protection

- a. This Exhibit shall apply to the extent Seller collects, records, stores, or otherwise accesses (collectively, "**Process,**" "**Processed,**" or "**Processing**") information that can be used to directly or indirectly identify an individual in connection with the Services ("**Personal Data**"). Seller shall only Process Personal Data in accordance with the instructions of Customer as detailed in the Agreement or the applicable SOW or purchase order and applicable data privacy law ("**Privacy Laws**"). Where applicable law requires Seller to Process Personal Data under terms other than those of the Agreement or the applicable SOW or purchase order, Seller shall promptly notify Customer of such legal requirement before Processing, unless applicable law prohibits such disclosure. Where required by applicable law, Seller shall also notify Customer if Seller determines any of Customer's instructions infringes applicable Privacy Laws.
- b. The Parties agree that Customer is responsible for obtaining any consents required by applicable Privacy Laws, as well as providing and ensuring the accuracy of any notices required to disclose Personal Data to Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement. Furthermore, Customer warrants that all Personal Data provided to Seller has been obtained, Processed, and provided to Seller in accordance with all applicable laws and ensured that there are legitimate grounds for Processing any and all Personal Data by Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement.
- c. Seller shall promptly notify Customer of any request, complaint, claim, or other communication received by Seller or a subcontractor regarding its Processing of Personal Data. Seller shall cooperate with and provide any necessary assistance to Customer in responding to any such inquiries, in so far as possible and taking into account the nature of Seller's Processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that the Customer cannot respond to such request on its own. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for out of pocket expenses in connection with such requests. Such expenses will be invoiced to Customer in accordance with the Agreement.
- d. Customer acknowledges that Seller is reliant on Customer for instruction as to the extent to which Seller is entitled to use and Process Personal Data, and that Seller is not liable for any claim brought by a data subject to the extent that such claim arises from the Customer's instructions.
- e. Upon request, Seller shall provide reasonable cooperation and assistance to Customer with its obligations under applicable Privacy Laws, including, where appropriate, data security, notification of security breach to supervisory authorities and data subjects, data subject rights requests, and conducting a data protection impact assessment, in so far as possible in connection with the Services, taking into account the nature of Seller's Processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that Customer's obligations cannot be met by Customer through other means. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for out of pocket expenses in connection with such assistance. Such expenses will be invoiced to Customer in accordance with the Agreement.
- f. To the extent that Personal Data includes information about individuals who are located in the European Economic Area ("**EEA**") and/or Switzerland, and Seller stores or otherwise obtains access to such Personal Data outside of the EEA and/or Switzerland, Seller agrees it has implemented appropriate measures to address the cross-border transfer of Personal Data.
- g. Seller shall implement and maintain an information security program that includes appropriate technical and procedural safeguards to protect Personal Data, taking into account the nature of Seller's Processing and the Personal Data available to Seller. To the extent required by applicable Privacy Laws, upon request, Seller shall make available to Customer information reasonably necessary to demonstrate compliance with this obligation.
- h. The parties agree that Seller may subcontract its obligations to subcontractors as necessary to perform the Services under the Agreement. Seller shall remain responsible for subcontractors' performance under the Agreement, and shall enter into an agreement with subcontractors that impose materially the same obligations as set forth in this Exhibit. Seller also agrees that any subcontractors who have access to Personal Data are bound to Process Personal Data in accordance with Seller's instructions and are subject to obligations to maintain confidentiality.
- i. Notwithstanding any provisions in the Agreement to the contrary, Seller shall promptly notify Customer in the event Seller discovers or is notified of a known breach of security leading to unauthorized disclosure of or access to Personal Data as a result of its Processing of Personal Data ("**Security Breach**"). Seller shall reasonably cooperate in the investigation of the Security Breach.

- j.** The parties agree that to the extent required by applicable Privacy Laws, and upon thirty (30) days written notice to Seller, and no more than once per calendar year, Customer may request reasonable access to Seller's facilities, systems, and supporting documentation used to provide the Services, to the extent necessary to assess Seller's compliance with its obligations under this Exhibit. Such assessments shall be subject to Seller's security and confidentiality policies, and shall be conducted in a manner that minimizes any disruption of Seller's performance of Services and other normal operations. Such expenses will be invoiced to Customer in accordance with the Agreement.
- k.** Notwithstanding any other provision of the Agreement to the contrary, upon termination of the Agreement or otherwise, Seller shall, at the choice of Customer, either return or delete Personal Data from its systems unless required by law or otherwise justified.

Exhibit D

Compliance with IR35 Rules

1. Definitions

“Intermediary” the intermediary, through which the Personnel provides personal services or is under an obligation to provide personal services to Seller, as defined in sub-sections 61N(9); 61N(10) or 61N(11) ITEPA provided that sub-section 61N(9) shall be interpreted in accordance with Her Majesty’s Revenue & Customs’ guidance in ESM10003 and shall therefore mean a company which the Personnel is controlling or managing whether through a shareholding; a directorship or otherwise;.

“IR35” the provisions of Chapters 8 or 10 of Part 2 of ITEPA and the Social Security Contributions (Intermediaries) Regulations 2000 as amended from time to time;

“ITEPA” Income Tax (Earnings and Pensions) Act 2003.

“NICs” national insurance contributions.

“Personnel” any individual who is involved in the provision of Services in the UK or who is UK tax resident;

“Subcontractor” a party other than an Intermediary with which Customer contracts for the supply of the Personnel’s services and in respect of whom Seller has given consent in accordance with the Agreement.

“Tax Liabilities” income tax, NICs or apprenticeship levy arising in consequence of payments made or benefits provided in connection with the services of any Personnel under this Agreement on together with any penalty or interest in connection with such liabilities incurred or payable by Customer other than any interest or penalties incurred as a result of the Customer’s wilful negligence, default or delay, including any income tax, NICs or apprenticeship levy liability for which Seller becomes liable in connection with the failure by any other person to satisfy such liability.

2. Prohibition on using Personnel who are contracting via their Intermediary

2.1 With effect from the Execution Date the Parties agree that the Personnel:

2.1.1 shall not be contracted (whether directly or indirectly including via a third party) through the Personnel’s Intermediary; and

2.1.2 shall either be:

- a. an employee of Seller or a Subcontractor which is either a UK resident employment business or approved UK resident FSCA accredited umbrella company; or
- b. a deemed employee of the Supplier or a Subcontractor which is either a UK resident employment business or a UK resident FSCA accredited umbrella company for all income tax and national insurance contributions purposes under Chapter 7, Part 2 ITEPA. The Parties agreed that the Personnel is subject to the right of supervision, direction and control for the purposes of sections 44 and 339A ITEPA.

2.2 Customer shall (or shall procure that the relevant Subcontractor shall) account for PAYE and employee and employer national insurance contributions in full in respect of any payments made to or on behalf of the Personnel.

2.3 For the avoidance of doubt, Seller shall (or shall procure that the relevant Subcontractor shall) also account for any apprenticeship levy costs, pension contributions or holiday pay as required under the relevant legislation.

3 Indemnities

3.1 Seller indemnifies Customer for and in respect of:

3.1.1 any Tax Liabilities (to the extent that such recovery is not prohibited by law) in connection with payments made by Seller in respect of any Personnel while provided as such by Seller to Customer (although for the avoidance of doubt such indemnity is without prejudice to Seller’s rights to challenge at its own cost such Tax Liabilities); or

- 3.1.2 any Tax Liabilities suffered or incurred by Customer in connection with Seller's failure to provide relevant information or the fraudulent or negligent provision of incorrect information by Seller; or
- 3.1.3 any reasonable costs or expenses incurred by Customer in connection with enforcing its rights under this clause.
- 3.2 Customer may at its option satisfy the indemnity in clause 3.1 in whole or in part by way of deduction from the fees or other payments due to Customer under this Agreement. If any amount payable by Seller is not recovered by Customer by way of such deduction then, at Customer's written request, Seller shall pay to Customer the amount payable within thirty days of the date of such written request.

4 Rights to information

- 4.1 Seller shall, and shall procure that any other Subcontractor which makes payments to or in respect of Personnel shall, provide such details as Customer may reasonably require for the purposes of assuring itself that Seller is complying with its obligations under this Schedule. Such details to be provided within thirty days of request by Customer.