

1. Definitions and Interpretation

1.1 In this Agreement and any Schedules, words importing the singular will include the plural and vice versa. Unless the context requires otherwise, the expressions below will have the following meanings:

Applicable Data Protection Legislation:	means the GDPR, and all other applicable laws and regulations relating to or impacting the Processing of Personal Data;
Assignment Schedule	The Assignment-specific terms as set out in the document titled Assignment Schedule.
Client	means the client named in the signatory section
Conduct Regulations	The Conduct of Employment Agencies and Employment Businesses Regulations 2003.
Confidential Information	means information that either party discloses to the other party or that the other party otherwise acquires pursuant to this Agreement, that (i) is marked "Confidential," "Proprietary" or bears a marking of like import or which the disclosing party states in writing at the time of transmittal to, or receipt by, the receiving party, (ii) if disclosed orally, is identified as such in writing at the time of disclosure or within ten (10) days after an oral disclosure thereof, (iii) is valuable to the disclosing party, the subject of reasonable efforts by the disclosing party to maintain its confidentiality, and is not generally disclosed to persons not employed or otherwise engaged by the disclosing party, or (iv) is of a nature, due to the information or the circumstances surrounding its disclosure or acquisition, that the receiving party reasonably should have known to be confidential;
Company	Modis International Limited trading as Akkodis, registered in England and Wales no. 1625479, 10 Bishops Square, London E1 6EG
Deliverables	means the tangible materials or work product that Company will provide to Client as described in the Statement of Work. Company will provide each Deliverable at the time and in the manner specified under the applicable Statement of Work;
Engagement Manager	means the Company manager appointed to manage the Project, as named in the Statement of Work;
Fee(s)	means the fee for the Services as stated in the Statement of Work(s); .
GDPR	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data
Intellectual Property (IP)	means all intellectual property, including but not limited to, all materials, documentation, manuals, guidelines, business processes, methodologies, software, tools, patents, registered designs, trademarks and service marks (whether registered or not), copyright, database rights, inventions, designs, drawings, performances, computer programs, confidential information, business names, or other items, and all modifications thereof.
Personal Data	shall have the meaning set out under the GDPR.
Processing	shall have the meaning set out under the GDPR.
Project	means the project, including the Services and Deliverables, to be delivered by Company.
Project Period	means the period during which the Services to the Client will be delivered as detailed in the Statement of Work.
Services	means the project solution services described in the applicable Statement of Work, and where the context requires, includes the Deliverables.
Statement of Work or SOW	means a statement of work in the form of the attached schedule 1 detailing the nature of the Project to be delivered by Company and any additional statements of work in the same form as Schedule 1 agreed to by the parties
Working Day	means a day other than a Saturday or Sunday on which banks are open for business generally in London, United Kingdom
Working Hours	means 9am – 5pm on Working Days

2 Project scope

- 2.1 In return for payment by the Client, Company agrees to provide the Project (incorporating the Services and Deliverables described in the Statement of Work) within the timeframe set out in the Statement of Work. The specific scope of the Project together with the assumptions and limitations is set out in the Statement of Work and will be used to determine the Fee.
- 2.2 The Client will be required to fulfil certain obligations to enable Company to deliver the Project as set out in clause 3 and the Statement of Work.

3 Client Duties

- 3.1 The Client has the following obligations:
- 3.1.1 To provide all information and materials including all technical data, equipment (including hardware and software), information and other resources reasonably required to enable Company to provide the Services, such information to be true, accurate and not misleading in any respect;
- 3.1.2 To provide access to the Client's applicable staff to provide such assistance as Company may reasonably require in order to provide the Services;
- 3.1.3 To take responsibility for and assume the risk for any problems attributable to the content, accuracy, completeness and consistency of any data, materials, information, equipment and resources supplied by the Client;
- 3.1.4 To perform all of its obligations in a timely fashion including any reviews, approvals and notices to enable completion of the Project. The Client agrees to reimburse Company for any reasonable expenses incurred as a result of the Client's delay. In addition, if Client fails to perform any review, approval or notice within the time period set forth in this Agreement or any applicable Statement of Work, Company may delay the schedule for all remaining Deliverables by one (1) day for each one (1) day that Client delays performance of the review, approval or notice.

4 Invoicing and payment

- 4.1 The Client will pay Company's invoices in relation to the Project within 14 days of the date of the invoice unless stated otherwise in the Statement of Work, regardless of whether the Client has issued Company with a purchase order. Payments from the Client will be paid together with any VAT chargeable thereon. The Client will notify Company within 5 business days if it disputes any aspect of an invoice. Company is entitled to charge interest on the late payment of invoices due at 8% per annum above the current Bank of England base rate from the due date for payment to the date when payment is actually received by Company.
- 4.2 The Client will also be responsible for paying any pre-agreed expenses or charges (including, without limitation, bank transfer fees or p-card charges and expenses) incurred by Company in connection with the Project. Such costs include, but are not limited to, travel costs including air travel, lodging, meals, ground transport and incidentals, subcontractors, materials, computer costs, telephone, copying, delivery etc that are attributable to the Project. Company shall provide evidence to the Client of any expenses incurred to be paid for by the Client.
- 4.3 The Fee, including expenses, will be billed in GBP sterling and will be stated exclusive of any taxes. Client will be responsible for paying any taxes arising from the Agreement for which Client is legally liable as well as Valued Added Tax at the rate in force at the date the liability arises.
- 4.4 Any estimate given by Company of any charge whether for planning or any other purpose is only an estimate and is not contractually binding.

5 Soliciting Company personnel

- 5.1 Client shall not actively recruit or solicit Company personnel, defined as Company employees, contractors and agents, who are engaged in providing the Project under this Agreement ("Personnel"). In light of the considerable efforts and expenses required to recruit, train and maintain Company Personnel of the highest calibre, Client agrees not to hire, directly or indirectly, or in any way retain the services of Company Personnel involved in providing the Project hereunder for the duration of this Agreement and for a period of one (1) year following the conclusion of work, unless Company consents in writing or Client pays a transfer fee of 100% of the Personnel's annualised billable rate.

6 Acceptance of Deliverables

- 6.1 Client and Company shall agree acceptance criteria for each Deliverable and will set this out in the Statement of Work. If acceptance criteria are listed in the Statement of Work, the Client will have five Working Days from the date a particular Deliverable is first offered by Company for acceptance, or such other period as agreed in the Statement of Work, ("Testing Period") to determine whether the Deliverable conforms to the acceptance criteria. If the Client does not notify Company in writing of any deficiencies to the Deliverable within the Testing Period, then the Deliverable will automatically be deemed accepted by the Client. If the Client notifies Company in writing of a deficiency with the Deliverable, then upon Company's receipt of the Client's written notice, Company will have up to 15 Working Days to review the Client's notice and provide appropriate remedies to the Client. The Client shall then have an additional Testing Period (of the same duration as the initial Testing Period) to evaluate and test the Deliverable as modified by Company.

7 Complaints

- 7.1 If the Client is unsatisfied with any part of the Services, it must submit a written complaint to Company, and the Engagement Manager. Company will review the complaint and if it is found to be justified, Company will at its sole option either re-perform the rejected portion of the Services, or adjust the Fee charged. Any complaint made by the Client will not affect the Client's obligation to pay the Fee.

8 Warranties and liability

- 8.1 Company warrants that the Project shall be delivered and performed by Personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any

report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of the Project. THIS SECTION SETS OUT THE ONLY WARRANTIES PROVIDED BY COMPANY CONCERNING THE PROJECT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

- 8.2 Neither party will be liable to the other party or any third parties for any indirect liability, claims, costs, losses, damages and expenses whether arising in tort or under contract, statute, common law or otherwise howsoever arising out of or in connection with the provision of the Project to the Client, or in any other way connected with this Agreement. Company's liability for damages or indemnity under this Agreement regardless of the form of action will not exceed per claim and in the aggregate the lesser of the total amount actually paid by the Client to Company under the relevant Statement of Work during the twelve (12) months preceding the events giving rise to the liability or £1,000,000 capped at £1,000,000 in aggregate.
- 8.3 All Deliverables are created solely for the internal use and benefit of the Client and may not be disclosed to any other third parties, used or relied upon for any other purpose unless agreed to in advance in writing by Company. Accordingly, the Client may not provide copies of the Deliverables or make any service (forming part of the Services) available to any third party in contradiction of this Agreement. Company accepts no liability or responsibility to any third party who benefits from or uses the Project or any component of it. The Client agrees to indemnify Company against any losses, liabilities, expenses or other costs that Company may reasonably incur in connection with any claims made by third parties in regard to the Project or any component of it. This Agreement shall not create any rights or benefits to parties other than to Client and Company.
- 8.4 Any legal proceedings arising from this Agreement must be brought within 6 months from the date when the party bringing the proceedings first becomes aware or ought reasonably to have become aware of the facts which give rise to the liability or alleged liability or within any relevant statutory limitation period whichever is the earlier.

9 Intellectual Property

- 9.1 All Intellectual Property licensed or owned by a party prior to entering into, or developed independently of, this Agreement, remains in the ownership of that party. Any new Intellectual Property developed solely for the purposes of, or in connection with the performance of the Project under this Agreement will vest in, and is assigned to, Client when Client has made full payment for the Project. If any pre-existing Intellectual Property owned by a party is incorporated in or attached to any intellectual property owned by the other party, the party that owns the Intellectual Property grants the other party a limited, worldwide, non-exclusive, royalty free licence to exercise all intellectual property rights in such pre-existing Intellectual Property for the purpose of accessing and using the intellectual property owned by the other party as referred to in this clause solely for that party's internal business purposes.
- 9.2 Company shall be free to use its general knowledge, skills, experience and any ideas, concepts, know-how, methods, models and techniques used or developed in the course of providing the Project on other engagements. Nothing in this Agreement shall preclude Company from developing for itself or for others, materials that are competitive with those produced as a result of the Project delivered under this Agreement, irrespective of their similarity to items which may be delivered to the Client under this Agreement.

10 Confidentiality

- 10.1 Each party must do all of the following:
- 10.1.1 Keep the Confidential Information confidential at all times.
- 10.1.2 Not use, disclose or reproduce the Confidential Information for any purpose other than the purposes of this Agreement.
- 10.1.3 Not disclose Confidential Information to any person other than its employees, subcontractors, agents and representatives who need the information for the purposes of this agreement, other than with the Confidential Information owning party's prior written consent. The receiving party must ensure those persons are aware of and comply with all confidentiality obligations in this Agreement.
- 10.1.4 Establish and maintain effective security measures to safeguard the Confidential Information from unauthorised access, use, copying or disclosure.
- 10.1.5 Notwithstanding this clause 10, a party may use or disclose Confidential Information to the extent necessary to comply with any law or obtain professional advice in relation to matters arising under or in connection with this Agreement.
- 10.1.6 Clause 10.1 does not apply to Confidential Information:
- 10.1.7 which is in or becomes part of the public domain;
- 10.1.8 was known to the receiving party at the time of disclosure and lawfully received from sources other than the disclosing party;
- 10.1.9 which the disclosing party acquires from a third party where that third party was entitled to disclose it otherwise than through a breach of an obligation of confidence.
- 10.2 Subject to legislative record retention requirements, on written request of the disclosing party, the receiving party will delete, destroy or return (as requested) to the disclosing party any documents in its possession, power or control containing Confidential Information.

11 Statement of Work changes /Additional Statements of Work

- 11.1 If Client or Company determines that a change to a Statement of Work is necessary, the parties will work together in good faith to amend such Statement of Work. The party proposing the change will provide the other party with a written request containing sufficient detail that the other may reasonably evaluate the impact of the change in the form of the Contract Change Notice (as set out in Schedule 2) and if applicable, an amended Statement of Work.

- 11.2 Unless otherwise agreed to in writing by Client and Company, performance under the existing Statement of Work will continue until an amended Statement of Work is signed by the parties. Likewise, Company will not be required to commence any out-of-scope work until an amended Statement of Work is signed by the parties.
- 11.3 If Client requests a material change to any Statement of Work, Company shall have ten (10) Working Days (or such other period of time as agreed upon in writing by the parties) from the receipt of Client's request to evaluate the impact of Client's change request, and may terminate the Statement of Work upon ten (10) Working Days written notice to Client. In the event that Company terminates the Statement of Work in accordance with this paragraph, Client will have no further payment obligations other than for work performed and expenses incurred up to the effective date of the termination of the Statement of Work.
- 11.4 In the event that additional work or a new project is required which does not affect any details under an existing Statement of Work, the parties may enter into a new Statement of Work in the form of Schedule 1.
- 12 Termination**
- 12.1 Either party may terminate this Agreement by giving no less than 4 weeks' written notice to the other party, or immediately in the event that either party suffers or threatens to suffer any form of insolvency, administration or cease or threaten to cease to carry on business.
- 12.2 An existing Statement of Work can be terminated by either party giving the notice stated in the relevant Statement of Work for that party.
- 12.3 If this Agreement or a particular Statement of Work is terminated, Client will immediately pay Company for all Deliverables provided and Services performed under such Statement of Work prior to the effective date of termination. After receiving full payment for the Deliverables and Services, Company will provide Client with all Deliverables in development on an as-is basis and such Deliverables will not be subject to Client's acceptance.
- 13 Data Protection**
- 13.1 Unless the context otherwise requires, terms defined in Applicable Data Protection Legislation shall have the same meaning when used in this Agreement. In case of any conflict between (i) the terms and/or obligations in this Agreement with (ii) those in the Applicable Data Protection Legislation, the latter shall take precedence over the former.
- 13.2 Both parties shall for the purposes of providing and receiving the Services:
- 13.2.1 comply with their respective obligations under the Applicable Data Protection Legislation in relation to the processing of personal data;
- 13.2.2 ensure that in respect of each Relevant Data Subject, that data subject has been provided with all necessary fair processing information in respect of: (i) the processing of their personal data for the purposes envisaged under or in connection with this Agreement; and (ii) the disclosure of their personal data to the other Party (and for the purposes of this Clause "Relevant Data Subject" means each data subject in respect of which (i) personal data is held by one Party but not the other at any point during the life of this Agreement; and (ii) the Party holding that personal data proposes to or is obliged to share (or has so shared) that personal data with the other Party under this Agreement);
- 13.2.3 ensure that in respect of each Relevant Data Subject, the Party has a valid processing ground under Applicable Data Protection Legislation to share their information with the other Party;
- 13.2.4 at the other Party's reasonable request and within a reasonable timescale, provide evidence of the measures the other Party has taken to comply with its obligations under this clause 13.2.4 and in particular confirm in writing when personal data regarding Relevant Data Subjects was first processed by the Party and provide copies of the fair processing information provided to that Relevant Data Subject;
- 13.2.5 immediately notify the other Party in writing:
- (a) of any complaint which relates directly or indirectly to the processing of the personal data under this Agreement or to either Party's compliance with the Applicable Data Protection Legislation; or
- (b) if the personal data is processed in breach of this Agreement or the Applicable Data Protection Legislation; or
- (c) if the personal data is lost or destroyed (except as permitted by clause 13.1.6 below) or becomes damaged, corrupted or unusable or the personal data is otherwise subject to a security incident,
- and shall provide the other Party (at the other Party's cost) with full co-operation and assistance in relation to the same;
- 13.2.6 upon the termination or expiry of this Agreement, within a reasonable timescale, securely delete all personal data in its possession or control to the extent necessary under the Applicable Data Protection Legislation.
- 13.3 In the event that the performance of the Services, requires the Company to process personal data of data subjects. The Client will be the data controller and the Company will be the data processor of personal data that is collected on Client's behalf or provided to the Company by the Client. The Company's subcontractors are data sub-processors (excluding for the avoidance of doubt any third-party suppliers of permanent or temporary staffing).
- 13.4 The scope of the processing carried out by the Company under this Agreement is as follows:
- 13.4.1 scope, nature and purpose of processing: [Please provide a short description of processing][As set out in the Services description];
- 13.4.2 duration: [Please specify the term, it may be worded also "For the term of this Agreement"]; and
- 13.4.3 types of personal data and categories of data subjects: [Please provide a short description thereof – these might be personal data of Client employees or could refer to a section in the Service description].
- 13.5 In particular, when and where the Company is processing personal data on behalf of Client, it shall:
- 13.5.1 act on and comply with the documented lawful instructions of the Client, which instructions are set out exhaustively in this Agreement;
- 13.5.2 only process the personal data to the extent necessary to comply with its obligations under this Agreement save to the extent required by applicable law in which case the Company will to the extent permitted by that law inform the Client;
- 13.5.3 implement, maintain and operate sufficient and appropriate technical and organisational measures that meet the requirements of the Applicable Data Protection Legislation.

- 13.5.4 take all necessary steps to ensure the reliability of all of its Personnel with access to the personal data and ensure that all such Personnel are bound by a duty to keep the personal data confidential;
- 13.5.5 provide such assistance and cooperation as the Client reasonably requires in order to enable the Client to comply with its obligations in relation to personal data under the Applicable Data Protection Legislation, including but not limited to:
- (a) requests of data subjects to access, rectify, delete, erase, receive or restrict the processing of their personal data;
 - (b) security of processing and notification of personal data breaches;
 - (c) data protection impact assessments.
- The Company reserves the right to charge Clients its reasonable costs in providing this assistance and cooperation.
- 13.5.6 at the request of the Client and within a reasonable timescale, provide evidence of the measures the Company has taken to comply with its obligations under this clause 13.5;
- 13.5.7 notify the Client in writing:
- (a) of any complaint which relates directly to the processing of the personal data or to either Party's compliance with the Applicable Data Protection Legislation;
 - (b) if the instructions for the Company set out in this Agreement infringe Applicable Data Protection Legislation; or
 - (c) without undue delay about a personal data breach relating to personal data processed by the Company under this Agreement,
- and shall provide the Client with full co-operation and assistance in relation to the same;
- 13.5.8 at the choice of the Client, delete or return all the Personal Data to the Client after the end of the provision of services relating to Processing, and delete existing copies unless the Applicable Data Protection Legislation requires storage of the Personal Data.
- 13.6 The Client hereby permits the sub-processing of personal data by the Company provided that such sub-processor is subject to contractual terms not materially less onerous than those set out in this Agreement and otherwise in compliance with Applicable Data Protection Legislation. A list of sub-processors will be provided upon Client's request.
- 13.7 The Company shall not transfer any personal data to any country outside of the European Economic Area unless the transfer is made (i) to any country considered as a place giving an appropriate level of protection by the EU Commission, (ii) in accordance with the principles of the Privacy Shield (or such scheme as may replace it from time to time) or (iii) subject to such other data transfer mechanism or protections as are approved and accepted by the Applicable Data Protection Legislation from time to time.
- 13.8 Client acknowledges that, where relevant, in order to benefit from certain added value services (such as online tools and systems that will facilitate the administration of the Services) it, and its affiliates, employees, officers and other individuals, may have to consent to additional conditions, terms of use and/or privacy policies issued by the Company or its affiliates from time to time.
- 13.9 Each Party (the 'Indemnifying Party') shall indemnify the other Party (the 'Indemnified Party') in respect of all losses, damages, costs, expenses and other liabilities (including legal and other professional fees) incurred by or awarded against the Indemnified Party and relating to a third party claim to the extent resulting from the Indemnifying Party's failure to comply with its respective obligations under this clause 13 provided always that (i) the Indemnifying Party is given adequate written notice by the Indemnified Party of its claim under this Clause, (ii) the Indemnifying Party shall have 21 days from the date of such notice to decide whether to conduct any litigation and negotiations for the settlement of the claim (if the Indemnifying Party fails to take a decision within this period, it will be deemed to have decided not to conduct any such litigation or negotiations); and (iii) the Indemnified Party shall, at the cost of Indemnifying Party, provide all reasonable assistance in support of any such defence or action and shall not make any admission or take any other action which might be prejudicial to any proceedings without the express prior written consent of the Indemnifying Party (such consent not to be unreasonably withheld or delayed). If the Indemnifying Party decides not to conduct any litigation or negotiations, the Indemnified Party may conduct any litigation or negotiations itself. For the avoidance of doubt, the Indemnified Claim shall include any expenses and damages arising out of or in connection with any subsequent negotiation, litigation and judgment or settlement. For the avoidance of doubt, save where otherwise specifically stated in this Clause, either Party's compliance with its respective obligations under this clause 13 is at no additional cost to the other Party. If Client instructs the Company to implement specific security and/or organizational measures and/or other instructions after the start date of the Agreement, both Parties will discuss together about those measures, their implementation and costs (which will be paid for by the Client) in order to seek to agree the same. Until such time as agreement is reached, the Company shall be under no obligation to implement the measures and/or instructions.
- 13.10 The Client agrees to comply with Company's Privacy Policy (as amended from time to time).

14 General

- 14.1 The Client acknowledges and accepts that nothing in this Agreement prevents Company from providing services to other parties during the term of the Project Period, provided this does not create any conflict of interest, or compromise the ability of Company to deliver the Project to the Client's specification.
- 14.2 Company shall not be responsible for delays or failures (including any delay by Company to deliver the Project) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, severe weather, and acts or omissions of subcontractors or third parties.
- 14.3 Where Client requires Company to contract the services of a sub-contractor specified by Client, Client will accept responsibility for the work to be performed by such sub-contractor. Company's agreement to programme and integrate the work to be performed by such sub-contractor for the purposes of this Agreement is on the basis that Company will not be responsible or liable to Client or to any other person for the work performed by, and all acts, omissions, defaults and neglects of, such sub-contractor. In the above circumstances Client will be responsible and liable for, and will indemnify Company against and from, any liability which Company may incur to any person and against all claims, demands, proceedings, damages, losses, costs and expenses made against, suffered or incurred by Company, directly or indirectly as a result of or in connection with the work performed by any such sub-contractor.
- 14.4 No person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

- 14.5 Neither party shall use the other's trade names, logos, trademarks, service marks or other indicia of origin without the express written consent of the other party; however Company may reference the relationship with Client as part of its response to a request for information by future clients if written permission is obtained from Client in advance of such reference.
- 14.6 Notices must be in writing and served either personally, sent by prepaid registered post or faxed to the address of the other party given in the Statement of Work or to any other address as the parties may have notified during the period of the Agreement. Any notice sent by post will be deemed delivered 48 hours after sending. Any notice sent by fax or served personally will be delivered on the first working day following its dispatch. Unless this Agreement states otherwise, Client acknowledges that the parties may from time to time communicate electronically with each other and accept that this is not without risk.
- 14.7 Any amendment of this Agreement will not be effective unless agreed in writing and signed by both parties.
- 14.8 Company is an independent contractor of Client.
- 14.9 If there is a conflict between any parts of this Agreement for the purposes of interpretation, the terms set out in the Statement of Work will rank ahead of any conflicting terms in the Agreement, unless specifically stated otherwise.
- 14.10 This Agreement is governed by the law of England and Wales and the exclusive jurisdiction of the English Courts.

Dated

Dated

Signed on behalf of

Signed on behalf of

Print Name

Print Name