



# MASTER SERVICES AGREEMENT

BETWEEN

CURIUM SOLUTIONS LIMITED

AND

[CLIENT FULL NAME]

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THIS AGREEMENT is made on [date]

## PARTIES

- (1) Curium Solutions Limited, a company incorporated in England and Wales whose registered number is 06700550 and whose registered office is at 55 Colmore Row, Birmingham B3 2AA (Curium); and
  - (2) [insert name of customer], a [company / limited liability partnership / partnership] [incorporated] in [England and Wales] under number [insert registered number] whose registered office is at [insert address] (Client)
- (each of Curium and the Client being a party and together Curium and the Client are the parties).

## BACKGROUND

- A Curium conducts the business of supplying business change and related management consultancy services business to other organisations.
- B The parties have agreed that Curium shall supply services to the Client on the terms set out in this Agreement.
- C The parties contemplate that Curium shall supply services to the Client in a series of supplies over time rather than in a single supply.

## THE PARTIES AGREE:

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 In this Agreement:

Affiliate	means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, another entity;
Bribery Laws	means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction;

Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England;
Statement of Work	means a contract specifying the scope of Consulting Services, fees and other commercial terms and which references and incorporates the terms of this Master Services Agreement, as may be agreed between the parties in writing from time to time;
Client Data	means any information or data provided by the Client;
Commencement Date	means the date of this Agreement or the start date of the applicable Statement of Work or Subscription Service Order Form;
Confidential Information	has the meaning given to it in clause 13.1;
Contract Year	means each consecutive period of 12 months commencing from the Commencement Date of this Agreement (or applicable Statement of Work or Subscription Service Order Form);
Control	means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and Controls and Controlled shall be interpreted accordingly;
Consulting Services	means business change and related management consultancy services and any other professional services (excluding the Subscription Services) as agreed in one or more Statements of Work referencing this Agreement;
Data Protection Legislation	unless and until the General Data Protection Regulation ((EU) 2016/679) (GDPR) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time

to time, in the UK; and then any successor legislation to the GDPR;

Deliverables	means the deliverables, reports, advice or any other work products to be supplied by Curium to the Client ancillary to the supply of the Consulting Services;
Documentation	means any technical or informative guides, specifications, instructions or documentation of any kind provided by Curium in support of or in connection with the Services (excluding Deliverables);
Fee	means the fee or fees payable in respect of the Services, as set out in applicable Statements of Work or Subscription Service Order Forms;
Force Majeure	has the meaning given in clause 19;
Good Industry Practice	means, in relation to any undertaking and any circumstances, the exercise of that degree of care and skill which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances;
Intellectual Property Rights	means copyright, patents, rights in inventions, rights in confidential information, Know-how, trade secrets, trademarks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, semi-conductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing;
Know-how	means inventions, discoveries, improvements, processes, formulae, techniques, specifications, technical information,

methods, tests, reports, component lists, manuals, instructions, drawings and information relating to customers and suppliers (whether written or in any other form and whether confidential or not);

Performance Location	means the premises (including Client premises) at which Curium shall perform the Consulting Services, as set out in a Statement of Work or as otherwise agree between the parties;
Personal Data	has the meaning given to it in the Data Protection Legislation;
Representatives	means the representatives of each party acting as a point of liaison in respect of the Services, as set out in the applicable Statement of Work or Subscription Service Order Form;
Services	means the Consulting Services and the Subscription Services;
Subscription Services	means the subscription access to platforms or content or other subscription services as specified in a Subscription Service Order Form;
Subscription Service Order Form	means a contract specifying the scope of Subscription Services, fees and other commercial terms and which references and incorporates the terms of this Master Services Agreement, as may be agreed between the parties in writing from time to time;
Term	has the meaning given to it in clause 2.1; and
Third Party Materials	means content or other Intellectual Property Rights owned by third parties which Curium makes available to the Client in connection with the Services, where specifically identified in the applicable Statement of Work or Subscription Service Order Form;

Third Party Terms	means any additional third party licence terms and conditions or restrictions which apply in respect of Third Party Materials;
VAT	means value added tax, as defined by the Value Added Tax Act 1994.

1.2 In this Agreement:

- 1.2.1 a reference to this Agreement includes its schedules, appendices and annexes (if any);
- 1.2.2 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.2.3 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a gender includes each other gender;
- 1.2.5 words in the singular include the plural and vice versa;
- 1.2.6 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.7 the table of contents, background section and any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement; and
- 1.2.8 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would materially increase or alter the liability of a party under this Agreement.

2 SERVICES

- 2.1 This Agreement commences on the Commencement Date and shall continue until terminated by either party on 30 days' written notice, unless terminated earlier under clause 12 (the TERM).
- 2.2 During the Term, Curium agrees to supply, and the Client agrees to purchase, Services on the terms set out in this Agreement and any Statements of Work and Subscription Service Order Forms agreed between the parties from time to time. The procedure for ordering Services is set out in clause 3.
- 2.3 The Client shall assign a qualified person to oversee the Services and shall be responsible for all management decisions taken in relation to the Services.

3 ORDERING SERVICES

- 3.1 Curium shall provide Consulting Services pursuant to Statements of Work and Subscription Services pursuant to Subscription Service Order Forms.

- 3.2 Each Statement of Work and Subscription Service Order Form:
  - 3.2.1 shall incorporate the terms of this Agreement and create a stand-alone instance of it; and
  - 3.2.2 shall become binding once signed by both parties,  
and references to this Agreement shall be deemed to refer to the applicable Statement of Work or Subscription Service Order Form.
- 3.3 If and only to the extent that there is any conflict between the terms of this Agreement and the terms set out in any Statement of Work or Subscription Service Order Form, the terms of the applicable Statement of Work or Subscription Service Order Form shall prevail.
- 3.4 Curium only accepts liability for the Services (including reliance on any Documentation or Deliverables) to the Client and/or such Affiliates as may be identified as the recipients of the Services in the applicable Statement of Work or Subscription Service Order Form. Curium accepts no liability whatsoever to any other Affiliates or third parties (together Non-Relying Parties) and any reliance by them on the Services is entirely at their own risk. The Client shall not disclose Documentation or Deliverables to any Non-Relying Party without informing it that Curium accepts no liability to it whatsoever for any reliance it may place on such documents.
- 3.5 If the Client is permitted to make the Services available to any Affiliates (in the applicable Statement of Work or Subscription Service Order Form), the Client:
  - 3.5.1 remains liable to Curium for the acts and omissions of such Affiliates (together with its and their staff) as if they were its own; and
  - 3.5.2 shall cease to make the Services available to any party immediately on that party ceasing to be an Affiliate.
- 4 PERFORMANCE OF THE SERVICES
  - 4.1 Curium shall perform the Consulting Services at such Performance Location(s) as may be specified in the applicable Statement of Work. The Client shall make any agreed Performance Locations available for Curium so that Curium is able to perform the Consulting Services within any agreed timescales.
  - 4.2 Time of performance of the Services is not of the essence. Curium shall use its reasonable endeavours to meet any agreed performance dates but such dates are approximate only.
  - 4.3 Curium shall not be liable for any delay in or failure of the Services caused by:
    - 4.3.1 the Client's failure to: (i) make the Performance Location(s) available, (ii) prepare the Performance Location in accordance with Curium's instructions or as otherwise agreed;
    - 4.3.2 the Client's failure to provide Curium with adequate and accurate instructions, information or access to staff as reasonably required by Curium to perform the Services;
    - 4.3.3 the Client's failure to perform any Client obligations or satisfy any necessary technical requirements set out in this Agreement; or
    - 4.3.4 Force Majeure.
- 5 WARRANTIES
  - 5.1 Curium warrants that the Services shall:
    - 5.1.1 conform in all material respects to the terms of this Agreement;



- 5.1.2 be free from material defects;
- 5.1.3 be provided in a timely and professional and in accordance with Good Industry Practice, using adequately trained and qualified personnel;
- 5.1.4 be in compliance with all applicable laws, statutes and regulations; and
- 5.1.5 be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, s 13.
- 5.2 Curium shall, at its option, remedy, re-perform or refund the Fee paid in respect of Services that do not comply with clause 5.1, provided that the Client:
  - 5.2.1 serves a written notice on Curium not later than ten Business Days from performance that some or all of the Services do not comply with clause 5.1 and identifying in sufficient detail the nature and extent of the defects; and
  - 5.2.2 gives Curium a reasonable opportunity to examine the claim of the defective Services.
- 5.3 The Client shall be deemed to accept the Services if it does not notify Curium of any failure of the Services to comply with clause 5.1 within the time periods set out in clause 5.2.1.
- 5.4 The provisions of this Agreement shall apply to any Services that are remedied or re-performed with effect from performance of the remedied or re-performed Services.
- 5.5 Curium shall not be liable for any failure of the Services to comply with clause 5.1:
  - 5.5.1 where such failure arises by reason of wilful damage or negligence of the Client;
  - 5.5.2 to the extent caused by the Client's failure to comply with Curium's instructions as to: (i) use or benefit from the Services, or (ii) good practice in relation to the use or benefit from the Services;
  - 5.5.3 to the extent caused by Curium following any design, specification or requirement of the Client in relation to the Services;
  - 5.5.4 where the Client alters any Services without Curium's prior consent or, having received such consent, not in accordance with Curium's instructions; or
  - 5.5.5 where the Client uses any of the Services after notifying Curium that it does not comply with clause 5.1.
- 5.6 Except as set out in this clause 5:
  - 5.6.1 Curium gives no warranty and makes no representations in relation to the Services; and
  - 5.6.2 shall have no liability for their failure to comply with the warranty in clause 5.1,
  - 5.6.3 and the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982 are expressly excluded.
- 5.7 Neither Curium nor the Client will, during the period of this Agreement or for a period of 12 months following expiry or termination of this Agreement directly or indirectly solicit or attempt to solicit any of the other party's or its Affiliates' employees, officers, directors, contractors, subcontractors, suppliers or any other persons employed or engaged by the other who during the period of 12 months prior to the expiry or termination of this Agreement was involved in the provision of the Services, without the prior consent of such other party. For the avoidance of doubt, this clause 5.7 shall not prevent a party hiring any applicant in response to an advertised recruitment campaign, providing there has been no breach of the remainder of this clause.

## 6 CLIENT OBLIGATIONS AND UNDERTAKINGS

### 6.1 The Client for itself and its Affiliates undertakes in favour of Curium as follows:

- 6.1.1 not, without the prior written consent of Curium, to copy, duplicate, reproduce or disclose the Documentation nor make it available to any third party, other than on a need-to-know basis, to employees or subcontractors who agree in writing to be bound by the provisions of this clause 6 and to take all reasonable precautions to prevent any unauthorised disclosure;
- 6.1.2 not to remove, suppress or modify in any way any proprietary markings including any trade mark or copyright notice on any Deliverables or Documentation;
- 6.1.3 to be solely responsible for providing and maintaining all computer equipment and software and telecommunications connectivity necessary for the Client to access the Services;
- 6.1.4 not to re-sell, re-market or otherwise distribute any portion of the Services or offer the Services to others unless specifically permitted in writing by Curium;
- 6.1.5 to be solely responsible for any Client Data submitted to Curium in connection with the Services;
- 6.1.6 to be responsible for and at its own cost:
  - (a) obtain and maintain all necessary permissions, consents and licences to enable it to use the Services in the countries in which the Client accesses the Services;
  - (b) comply with all applicable conventions and codes of practice and all applicable laws, regulations, and other similar forms of legislation in all relevant jurisdictions that may relate to the Client's use and access of the Services;
- 6.1.7 to take all reasonable precautions to ensure that Client Data supplied to the Database is:
  - (a) accurate; and
  - (b) is free from viruses by scanning the Client Data in accordance with Good Industry Practice.
- 6.2 The Client is solely responsible for carrying out all necessary back-up procedures for its own benefit to ensure that Client Data integrity can be maintained in the event of loss of Client Data for any reason.
- 6.3 The Client shall maintain procedures to facilitate reconstruction of any lost Client Data and the Client agrees that Curium will not be liable under any circumstances for any consequences arising from lost or corrupted Client Data or files which would not have been lost if such procedures had been maintained.
- 6.4 Any Client Data or other communications submitted by the Client or its nominated end users in connection with Subscription Services must conform to standards of accuracy, decency and lawfulness, which shall be applied in Curium's discretion, acting reasonably. In particular, the Client

warrants (on behalf of itself, its Affiliates and its and their staff) that any Client Data submitted to Curium are:

- 6.4.1 its own original work and lawfully submitted;
- 6.4.2 factually accurate or the Client's own genuinely held belief;
- 6.4.3 provided with the necessary consent of any third party;
- 6.4.4 not defamatory or likely to give rise to an allegation of defamation;
- 6.4.5 not offensive, obscene, sexually explicit, discriminatory or deceptive; and
- 6.4.6 unlikely to cause offence, embarrassment or annoyance to others.

## 7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 To the extent that any Intellectual Property Rights in any Client Data are owned or licensed by the Client, such Intellectual Property Rights shall remain vested in the Client or third party licensor (as the case may be). The Client grants to Curium a perpetual, royalty free, non-exclusive, non-transferable licence to: (i) use any such items as necessary for the purpose of performing its obligations under this Agreement; (ii) to create databases out of such items and ownership of the Intellectual Property Rights in such databases (excluding the Client Data) shall vest solely in Curium; and (iii) to extract and process such items on an anonymised basis for analytical purposes.
- 7.2 From time to time Curium may incorporate or provide access to Third Party Materials in the provision of the Services, in relation to which Curium:
  - 7.2.1 shall licence or procure the licensing of any such Third Party Materials to the Client as is necessary to receive the benefits of the Services. However, Curium may specify that the Services shall be provided subject to the applicable Third Party Terms (including any limitations or end-user obligations set out therein). In such event the Third Party Terms shall be deemed to be incorporated into and form part of the Agreement; and
  - 7.2.2 accepts no liability for the content or accuracy of any such Third Party Materials.
- 7.3 Curium may use any Intellectual Property Rights that it owns or licences in the performance of the Services (Curium Materials) and incorporate the same into the Deliverables. Notwithstanding the provision of the Services and any Deliverables, Curium retains all Intellectual Property Rights in the Curium Materials (including any improvements or knowledge developed in the performance of the Services) and its working papers (but excluding any Client Data contained within them).
- 7.4 Upon payment for the Services, the Client may use the Deliverables (including any Curium Materials) as permitted by this Agreement.
- 7.5 The Client for itself and on behalf of each Affiliate acknowledges that save as expressly set out above, all Intellectual Property Rights in the Services, Documentation, Curium Materials and all related documents, information and software are and shall at all times remain the property of Curium or its licensors. No rights to or property in the Services, or any rights to modify, adapt or create derivative works from the Services or any part of them, is granted to the Client or any Affiliate.
- 7.6 Without limitation to the foregoing, the Client shall have no right to use or allow the use of the Services, Documentation, Curium Materials or Deliverables in order to:
  - 7.6.1 create or allow others to create competitor services;

- 7.6.2 automatically download or create derivative databases or other works for internal or external purposes; or
- 7.6.3 use in respect of the provision of services by the Client to any third parties (including Affiliates).

## 8 FAILURE OR DELAY IN PERFORMANCE

- 8.1 If Curium is prevented or delayed in performing the Services by any cause attributable to the Client, Curium (without prejudice to its other rights):
  - 8.1.1 may suspend performance of the Services until the Client remedies its default;
  - 8.1.2 shall not be liable for any costs or losses sustained by the Client as a result of such suspension; and
  - 8.1.3 may charge the Client (and the Client shall pay under this Agreement) costs or losses incurred by Curium arising from the Client's default, subject to clause 11.

## 9 FEES

- 9.1 The Fees payable by the Client in respect of the Services shall be specified in the applicable Statement of Work or Subscription Service Order Form.
- 9.2 Where a 'day rate' is specified in the Statement of Work or Subscription Service Order Form (and unless stated otherwise therein), the rate is based on an 7.5 hour working day. If Curium resources are required to work longer than 7.5 hours, Curium shall be entitled to charge for the additional time worked on a pro rata basis.
- 9.3 Unless agreed otherwise in the applicable Statement of Work or Subscription Service Order Form, Fees:
  - 9.3.1 for the Subscription Services shall be paid yearly in advance; and
  - 9.3.2 for the Consulting Services shall be invoiced and paid monthly in arrears.
- 9.4 The Fees are exclusive of all VAT, taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which the Client shall pay (other than taxes imposed on Curium's income generally).
- 9.5 The Client shall pay any applicable VAT (or equivalent sales tax) to Curium on receipt of a valid VAT invoice.
- 9.6 The Client shall also reimburse Curium for its reasonable expenses incurred in the performance of the Consulting Services.

## 10 PAYMENT

- 10.1 The Client shall pay all invoices:
  - 10.1.1 in GB pounds sterling in full in cleared funds within 30 days of the date of each invoice; and
  - 10.1.2 to the bank account nominated by Curium.
- 10.2 Time of payment is of the essence. Where sums due hereunder are not paid in full by the due date:
  - 10.2.1 Curium may, without limiting its other rights, charge interest on such sums at two percentage points a year above the base rate of Barclays Bank plc from time to time in force; and

- 10.2.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.
- 10.3 Curium shall be entitled to suspend the provision of the Services for the duration of any period in which the payment of Fees is overdue and it shall not be obliged to repay any portion of the Fees in respect of any such period.
- 11 LIMITATION OF LIABILITY
- 11.1 Subject to 11.4, the aggregate liability of Curium to the Client in respect of all claims, losses or damages, whether arising from contract, tort (including negligence) or otherwise under or in connection with this Agreement arising in any Contract Year (where, for a series of connected claims, the Contract Year in question shall be the Contract Year of the first event giving rise to a claim), shall in no event exceed the aggregate of all Fees paid or payable by the Client in that period.
- 11.2 Subject to clause 11.4, neither party shall be liable for consequential, indirect or special losses.
- 11.3 Subject to clause 11.4, Curium shall not be liable for any of the following (whether direct or indirect):
- 11.3.1 loss of profit;
  - 11.3.2 loss of data;
  - 11.3.3 loss of use;
  - 11.3.4 loss of production;
  - 11.3.5 loss of contract;
  - 11.3.6 loss of opportunity;
  - 11.3.7 loss of savings, discount or rebate (whether actual or anticipated);
  - 11.3.8 harm to reputation or loss of goodwill.
- 11.4 Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following:
- 11.4.1 death or personal injury caused by negligence;
  - 11.4.2 fraud or fraudulent misrepresentation; or
  - 11.4.3 any other losses which cannot be excluded or limited by applicable law.
- 12 TERMINATION
- 12.1 This Agreement may be terminated by either party giving not less than 30 days' notice in writing to the other party.
- 12.2 Either party may terminate this Agreement at any time by giving notice in writing to the other party if:
- 12.2.1 the other party commits a material breach of this Agreement and such breach is not remediable;
  - 12.2.2 the other party commits a material breach of this Agreement which is not remedied within 30 days of receiving written notice of such breach;
  - 12.2.3 any consent, licence or authorisation held by the other party is revoked or modified such

that the other party is no longer able to comply with its obligations under this Agreement or receive any benefit to which it is entitled.

- 12.3 Without prejudice to any other rights that it may have, Curium may terminate this Agreement immediately on written notice to the Client if the Client has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid ten Business Days after the Client has received a written notification from Curium that the payment is overdue.
- 12.4 Either party may terminate this Agreement at any time by giving notice in writing to the other party if that other party:
- 12.4.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
  - 12.4.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;
  - 12.4.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
  - 12.4.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
  - 12.4.5 has a resolution passed for its winding up;
  - 12.4.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
  - 12.4.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within [seven] days of that procedure being commenced;
  - 12.4.8 has a freezing order made against it;
  - 12.4.9 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;
  - 12.4.10 is subject to any events or circumstances analogous to those in clauses 12.4.1 to 12.4.9 in any jurisdiction;
  - 12.4.11 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 12.4.1 to 12.4.10 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 12.5 The right of a party to terminate the Agreement pursuant to clause 12.4 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to this Agreement.
- 12.6 On termination of this Agreement for any reason:
- 12.6.1 the Client shall immediately pay all outstanding invoices of Curium;
  - 12.6.2 Curium shall promptly invoice the Client for all Services performed but not yet invoiced and payment for such invoices shall be due immediately on receipt by the Client;
  - 12.6.3 the Client shall within five Business Days return any Documentation or other materials of

Curium then in its possession or control; if it fails to do so, Curium may enter any premises owned by or under the control of the Client and take possession of them; and

12.6.4 the accrued rights and liabilities of the parties (including any rights in relation to breaches of contract) shall not be affected.

12.7 The following clauses of this Agreement shall survive termination, howsoever caused:

12.7.1 clause 11 (limitation of liability);

12.7.2 clause 12.6 (termination);

12.7.3 clause 13 (confidential information);

12.7.4 clause 14 (confidential information);

12.7.5 clause 16 (dispute resolution);

12.7.6 clause 18 (notices);

12.7.7 clause 31 (third party rights); and

12.7.8 clauses 32 and 33 (governing law and jurisdiction)

together with any other provision of this Agreement which expressly or by implication is intended to survive termination.

### 13 CONFIDENTIAL INFORMATION

13.1 Each party undertakes that it shall keep any information that is confidential in nature concerning the other party and its Affiliates including, any details of its business, affairs, customers, clients, suppliers, plans or strategy (Confidential Information) confidential and that it shall not use or disclose the other party's Confidential Information to any person, except as permitted by clause 13.2.

13.2 A party may:

13.2.1 disclose any Confidential Information to any of its employees, officers, representatives or advisers (Personnel) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement, provided that such party must ensure that each of its Personnel to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause 13 as if it were a party;

13.2.2 disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction to be disclosed; and

13.2.3 use Confidential Information only to perform any obligations under this Agreement.

13.3 Each party recognises that any breach or threatened breach of this clause 13 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the parties agree that the non-defaulting party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

14 DATA PROCESSING

- 14.1 The Client will provide Curium with the information and documents (in any media) as Curium reasonably needs to perform the Services.
- 14.2 Curium will:
- 14.2.1 process Client Data solely to provide the Services under the Agreement and in accordance with the Client's lawful and reasonable written instructions;
  - 14.2.2 process Personal Data in compliance with the Data Protection Legislation;
  - 14.2.3 take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage;
  - 14.2.4 not disclose the Client Data or other information supplied by the Client to any third party other than on the Client's written instructions or as required by law (save where such data has been anonymised and/or aggregated and used for statistical or analytical purposes); and
  - 14.2.5 immediately forward to the Client communications from data subjects, regulatory bodies and other third parties concerning the Client Data and not respond to or act on such communications without the Client's prior agreement.
- 14.3 The Client warrants that it has the authority to provide the Personal Data to Curium in connection with the performance of the Services (whether contained in the Client Data or otherwise) and that the Personal Data provided to Curium has been processed in accordance with Data Protection Legislation.
- 14.4 If any action or proceeding is brought against Curium in respect of any alleged infringement of any Data Protection Legislation arising out of a breach of clause 14.1, the Client shall indemnify Curium from and against all costs, damages, liabilities, and losses agreed to be paid by way of settlement or compromise by, or finally awarded against Curium as a result of or in connection with such action or proceeding.
- 14.5 Curium and the Client (including its Affiliates accessing the Services) will adopt reasonable security measures in accordance with Good Industry Practice in their dealings under this Agreement and such other security measures as may be agreed in writing between the parties from time to time.

15 ANTI-BRIBERY

- 15.1 For the purposes of this clause 14 the expressions 'ADEQUATE PROCEDURES' and 'ASSOCIATED WITH' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 15.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:
- 15.2.1 all of that party's personnel;
  - 15.2.2 all others associated with that party; and
  - 15.2.3 all of that party's subcontractors;



involved in the performance of this Agreement so comply.

15.3 Without limitation to clause 15.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

15.4 Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 15 (Anti-bribery).

## 16 DISPUTE RESOLUTION

16.1 Any dispute arising between the parties out of or in connection with this Agreement shall be dealt with in accordance with the provisions of this clause 16.

16.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.

16.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:

16.3.1 Within 7 days of service of the notice, the contract managers of the parties shall meet to discuss the dispute and attempt to resolve it.

16.3.2 If the dispute has not been resolved within 7 days of the first meeting of the contract managers, then the matter shall be referred to the chief executives (or persons of equivalent seniority). The chief executives (or equivalent) shall meet within 7 days to discuss the dispute and attempt to resolve it.

16.4 The specific format for the resolution of the dispute under clause 16.3.1 and, if necessary, clause 16.3.2 shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.

16.5 Either party may issue formal legal proceedings at any time whether or not the steps referred to in clause 16.3 has been completed.

## 17 ENTIRE AGREEMENT

17.1 The parties agree that this Agreement and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

17.2 Each party acknowledges that it has not entered into this Agreement or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

17.3 Nothing in this Agreement purports to limit or exclude any liability for fraud.

## 18 NOTICES

18.1 Any notice or other communication given by a party under this Agreement shall:

- 18.1.1 be in writing and in English;
- 18.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and
- 18.1.3 be sent to the relevant party at the address set out in clause 18.3.
- 18.2 Notices may be given, and are deemed received:
  - 18.2.1 by hand: on receipt of a signature at the time of delivery;
  - 18.2.2 by email to the specified email address of the other party: if received during office hours, on receipt, otherwise the next Business Day, providing the sender has not received a delivery failure report.
- 18.3 Notices and other communications shall be sent to the party contacts identified in the Statement of Work or Subscription Service Order Form, as may be updated from time to time.
- 18.4 All references to time are to the local time at the place of deemed receipt.
- 18.5 This clause does not apply to notices given in legal proceedings.
- 19 FORCE MAJEURE
  - 19.1 In this clause 'FORCE MAJEURE' means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement. Inability to pay is not Force Majeure.
  - 19.2 A party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it:
    - 19.2.1 promptly notifies the other of the Force Majeure event and its expected duration; and
    - 19.2.2 uses reasonable endeavours to minimise the effects of that event.
  - 19.3 If, due to Force Majeure, a party:
    - 19.3.1 is or is likely to be unable to perform a material obligation; or
    - 19.3.2 is or is likely to be delayed in or prevented from performing its obligations for a continuous period of more than 30 Business Days,the other party may terminate this Agreement on not less than four weeks' written notice.
- 20 FURTHER ASSURANCE

Each party shall at the request of the other, and at the cost of the requesting party, do all acts and execute all documents which are necessary to give full effect to this Agreement.
- 21 VARIATION

No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

22 ASSIGNMENT

- 22.1 Curium may subcontract the performance of any or all of its duties and obligations under this Agreement as it shall in its absolute discretion consider necessary or expedient, provided that Curium remains liable for the acts and omissions of those subcontractors as if they were its own.
- 22.2 Subject to clause 22.1, no party may assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without the other party's prior written consent (such consent not to be unreasonably withheld or delayed).
- 22.3 Notwithstanding clause 22.1, a party may perform any of its obligations and exercise any of its rights granted under this Agreement through any Affiliate, provided that it gives the other party prior written notice including the identity of the relevant Affiliate. Each party acknowledges and agrees that any act or omission of its Affiliate in relation to that party's rights or obligations under this Agreement shall be deemed to be an act or omission of that party itself.

23 SET OFF

Except as expressly set out in this Agreement, each party shall pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

24 NO PARTNERSHIP OR AGENCY

The parties are independent businesses and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

25 SEVERANCE

- 25.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.
- 25.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

26 WAIVER

- 26.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

- 26.2 No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- 26.3 A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

27 COMPLIANCE WITH LAW

Each party shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to them and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform their obligations under or in connection with this Agreement.

28 CONFLICTS WITHIN AGREEMENT

If there is a conflict between the terms contained in the main body of this Agreement and the terms of the schedules, appendices or annexes to this Agreement, the terms of the main body of the Agreement shall prevail.

29 COUNTERPARTS

- 29.1 This Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.
- 29.2 Each party may evidence their signature of this Agreement by transmitting by email a signed signature page of this Agreement in PDF format together with the final version of this Agreement in PDF or Word format, which shall constitute an original signed counterpart of this Agreement. Each party adopting this method of signing shall, following circulation by email, provide the original, hard copy signed signature page to the other parties as soon as reasonably practicable.

30 COSTS AND EXPENSES

Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Agreement (and any documents referred to in it).

31 THIRD PARTY RIGHTS

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

32 GOVERNING LAW

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

33 JURISDICTION

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

AGREED by the parties on the date set out at the head of this agreement

Signed by *[insert full name of director/authorised signatory]* .....

for and on behalf of *[Director OR Authorised signatory]*

Curium Solutions Limited

And

Signed by *[insert full name of director/authorised signatory]* .....

for and on behalf of *[Director OR Authorised signatory]*

*[insert name of the Client]*