

SWORD CLIENT CONTRACT TEMPLATE

SERVICES AGREEMENT

CONTRACT NO. (TBA)

between

(CLIENT)

and

SWORD IT SOLUTIONS LIMITED

PROVISION OF (TBA)

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This CONTRACT is made the (insert date that terms are agreed)

BY AND BETWEEN

- (1) (INSERT NAME OF CLIENT) hereinafter referred to as “CLIENT”), a Company incorporated under the Companies Acts and having its registered office at ().

AND

- (2) **SWORD IT SOLUTIONS LIMITED** (hereinafter referred to as “CONSULTANT”) a Company incorporated under the Companies Acts and having its registered office at Staines One, Station Approach, Staines-Upon-Thames, England, TW18 4LY

WHEREAS

- A. CLIENT has identified a need for expert help and assistance with its business and desires to have CONSULTANT perform certain SERVICES as hereinafter specified; and
- B. CONSULTANT represents that it has the resources and skills to satisfactorily and efficiently perform the SERVICES hereunder and is willing and able to undertake the performance of the SERVICES in accordance with the terms and conditions set out hereinafter.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

The undernoted words and expressions shall have the meanings hereby assigned to them, unless otherwise specified and shall be used for the purpose of interpreting the CONTRACT.

- 1.1 “AFFILIATE” means in relation to the parties to the CONTRACT, any subsidiary or parent or holding company. For the purpose of this definition, “subsidiary” and “holding company” shall have the respective meanings ascribed to them under Section 1159 and Schedule 6 of the Companies Act 2006, and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) whether by way of security or in connection with the taking of security or (b) its nominee.
- 1.2 “AMENDMENT(S)” means any amendment, alteration or revision made to the CONTRACT in accordance with the provisions of Clause 7 hereof.

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- 1.3 “ANTI-BRIBERY LAWS” means any laws, regulations and other legally binding measures relating to bribery, corruption or similar activities of (i) the United Kingdom, including without limitation the Bribery Act 2010; (ii) the United States of America including, to the extent applicable to either Party, the Foreign Corrupt Practices Act 1977; and (iii) any country or countries in which any of the obligations of the CONTRACT are to be or are performed
- 1.4 “APPROVAL” means authorisation, in writing given by CLIENT REPRESENTATIVE to CONSULTANT or CONSULTANT REPRESENTATIVE.
- 1.5 “CALL OFF ORDER” shall mean the formal instruction issued by CLIENT instructing CONSULTANT to commence provision of SERVICES. All work under the CONTRACT shall be governed by the use of CALL OFF ORDERS. No SERVICES may be performed, and no payment rendered without issuance of a CALL OFF ORDER. The form of such CALL OFF ORDER shall be determined by CLIENT and may be issued electronically together with a reference number to track the CALL OFF ORDER and to facilitate payment.
- 1.6 “CLIENT GROUP” means CLIENT, its contractors from time to time, its and their respective AFFILIATES, successors and permitted assignees.
- 1.7 “CLIENT GROUP PROPERTY” means all property, whether real, personal, tangible or intangible which is owned, directly leased or hired by CLIENT GROUP.
- 1.8 “CLIENT REPRESENTATIVE” means the person named in Exhibit A.
- 1.9 “CONTRACT” means this agreement, and all appendices and exhibits annexed hereto, together with all other documents incorporated herein by reference.
- 1.10 “CONTRACT PRICE” means the total of all monies (excluding Value Added Tax) to be paid to CONSULTANT for performance of the SERVICES calculated in accordance with the provisions of Exhibit B, “Compensation and Payment”.
- 1.11 “CONSULTANT GROUP” means CONSULTANT, its SUBCONTRACTORS, its and their respective AFFILIATES, successors and permitted assignees.
- 1.12 “CONSULTANT REPRESENTATIVE” means the person or persons named in Exhibit A.
- 1.13 “DATA” means all designs, drawings, specifications, manuals, procedures, reports, calculations (including discs and software) computer models, and all technical documents including plans and sketches, which are associated with or required for the full performance of the SERVICES, as supplied by CLIENT to CONSULTANT, or which shall be provided by CONSULTANT to CLIENT as part of the SERVICES.
- 1.14 “DATA PROTECTION LAW” has the same meaning as defined in Annex C

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- 1.15 “EFFECTIVE DATE” means (insert date that parties intend for CONTRACT to come into effect), this being the date on which the CONTRACT comes into force.
- 1.16 “FORCE MAJEURE” means an event that is altogether unforeseeable, insurmountable and beyond the control of the party affected and which, by exercise of reasonable diligence, the said party is unable to provide against and includes without limitation, riot, war, invasion, Act of God, strikes and industrial disputes, acts, prohibitions, restrictions, regulations and by-laws on the part of any governmental, parliamentary or local authority.
- 1.17 “GROUP” means either CLIENT GROUP or CONSULTANT GROUP as the context so provides.
- 1.18 “SERVICES” means all work to be performed by CONSULTANT hereunder (inclusive of the provision of all necessary items of equipment, materials and supplies) and as more particularly described in Exhibit A, “Scope of Services”, including all obligations to be fulfilled by CONSULTANT under the CONTRACT.
- 1.19 “SUBCONTRACTOR(S)” means any individual, firm, partnership or company engaged by CONSULTANT in the performance of the SERVICES.
- 1.20 “WORKSITE” means any location at which the SERVICES are to be performed or retained including but not limited to CLIENT’s premises and facilities, CONSULTANT’s premises and facilities, SUBCONTRACTORS premises and facilities, the premises of CLIENT’s other contractors and suppliers of equipment and materials and those locations onshore and offshore at or on which any part of the SERVICES are to be performed by CONSULTANT.

2. INTERPRETATION

- 2.1 Words importing the singular also include the plural where the context so requires and vice versa.
- 2.2 Headings contained in the CONTRACT are included for convenience and reference only, and they shall not affect in any way the interpretation thereof.
- 2.3 In the event of any conflict, ambiguity or discrepancy between any terms of the CONTRACT, the order of precedence shall be determined by those items occurring earlier in the CONTRACT, the sequence being, 1. Terms and Conditions of CONTRACT, 2. Exhibit A, 3. Exhibit B *etcetera*.
- 2.4 All instructions, notices, authorisations, approvals and acknowledgements shall be in writing. All such documentation together with all correspondence and other documents shall be in the English language.

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3. DURATION

The CONTRACT shall subsist from the EFFECTIVE DATE until (insert planned end date) inclusive, unless so earlier terminated by CLIENT or CONSULTANT under the terms of the CONTRACT. **(Drafting Note the following can be added if required - CLIENT has an option to extend the duration of the CONTRACT for two (2) periods of twelve (12) months each provided CLIENT gives written notice to CONSULTANT prior to expiry of the CONTRACT, failing which the CONTRACT shall terminate)**

4. SCOPE OF SERVICES

CONSULTANT shall perform the SERVICES specified in Exhibit A and such other related SERVICES as may subsequently be requested in writing by CLIENT.

5. CONDUCT OF SERVICES

- 5.1 CONSULTANT shall perform the SERVICES so as to ensure that they meet CLIENT's requirements and/or specifications as specified within the CONTRACT.
- 5.2 CONSULTANT recognises and acknowledges that CLIENT places reliance on CONSULTANT for its particular skills, expertise, experience and ability to perform all aspects of the SERVICES.
- 5.3 CONSULTANT warrants that it shall be suitably qualified and experienced and shall perform the SERVICES independently and in a diligent, skilful and professional manner and in accordance with recognised industry practice.
- 5.4 In providing information or making any interpretations, recommendations, decisions or directions or giving any advice or otherwise in performing the SERVICES, CONSULTANT undertakes and covenants with CLIENT that it shall exercise such technical, professional and expert skill and care as may be reasonably expected in carrying out its obligations under the CONTRACT.
- 5.5 CONSULTANT shall work diligently to ensure that the SERVICES are carried out in a timely and efficient manner and in accordance with any timetable set out within Exhibit A – Scope of Services.
- 5.6 CONSULTANT, at CONSULTANT's sole risk and expense, shall be responsible for and shall maintain in good order and condition at all times, all DATA and all materials, supplies and items of equipment supplied to CONSULTANT by CLIENT and those materials, supplies and items of equipment provided and/or used by CONSULTANT. CONSULTANT shall apply such DATA protection measures and performance as set out at Clause 21 of this CONTRACT.

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- 5.7 CLIENT reserves the right to re-schedule the order, timing and sequence for performance of the SERVICES subject to agreeing an AMENDMENT where applicable in accordance with the provisions of Clause 7 of this CONTRACT.
- 5.8 The interests of CONSULTANT shall not conflict with those of CLIENT. CONSULTANT shall disclose any conflict of interest which would prejudice the performance of the SERVICES. Where there is a conflict of interest, CLIENT reserves the right to request CONSULTANT to cease providing SERVICES to CLIENT with immediate effect.
- 5.9 CLIENT shall have no obligation to offer CONSULTANT future work and there shall be no obligation on CONSULTANT to accept any offers of future work which CLIENT may make to CONSULTANT.

6. REPORTING

CONSULTANT REPRESENTATIVE shall report on the progress of the SERVICES to CLIENT REPRESENTATIVE as requested.

7. AMENDMENTS

CLIENT reserves the right to issue written instructions to CONSULTANT at any time to make any AMENDMENT to the SERVICES which is within the capability and resources of CONSULTANT subject to CONSULTANT confirming that it can accommodate such an AMENDMENT at a time and cost agreeable to CLIENT. Any AMENDMENT to the CONTRACT which is agreed between the parties shall be formalised by the execution by both parties of an appropriate AMENDMENT to the CONTRACT within three (3) months of an agreement being reached.

8. PERMITS, LICENCES AND COMPLIANCE WITH LAW

CONSULTANT shall ensure that all necessary licences, permits, consents and authorisations have been obtained prior to commencing the relevant SERVICES. Where applicable, CONSULTANT shall possess a valid work permit.

9. WARRANTY

CONSULTANT hereby warrants the SERVICES against any omissions, failures, defects or otherwise unacceptable performance or results therefrom during CONSULTANT's performance of the SERVICES, and for a period of thirty (30) days from the date of

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completion and acceptance of the SERVICES by CLIENT. In the event that CLIENT determines that CONSULTANT is failing or has failed to perform the SERVICES in accordance with this warranty and so notifies CONSULTANT in writing before the expiry of the period mentioned above, CONSULTANT shall promptly remedy such omissions, failures, defects or otherwise unacceptable performance or results therefrom at its own risk, cost and expense. This warranty is given in lieu of all other warranties or guarantees express or implied under the CONTRACT or otherwise at law.

10. TITLE TO THE SERVICES AND PASSING OF RISK

All DATA produced by CONSULTANT as part of the SERVICES shall be deemed to be the exclusive property of CLIENT and CONSULTANT shall deliver same to CLIENT on completion of the SERVICES or earlier if required by CLIENT. Where applicable, title, right and interest in and to all materials, supplies and items of equipment to be provided by or to be incorporated into the SERVICES, save for matters governed by intellectual property rights as set out at Clause 11 below, shall vest in CLIENT on payment to CONSULTANT. All risk of loss of or damage to the SERVICES or to the said materials and items of equipment shall be borne solely by CONSULTANT until completion of the SERVICES and acceptance thereof by CLIENT.

11. INTELLECTUAL PROPERTY

- 11.1 All rights, title, and interest in and to all intellectual property rights in CONSULTANT technology, software and methodology are owned exclusively by CONSULTANT and CLIENT where authorised under specific licence is granted usage rights to such Software and Documentation as may be specified. The CLIENT's right to use maintenance work and maintenance support results follows the respective underlying software usage rights set out within the specific licence. Except as expressly provided in this CONTRACT, CONSULTANT reserves all rights in CONSULTANT's technology, software and methodology and does not grant CLIENT any rights, express or implied.
- 11.2 CLIENT shall retain all of its rights, title, and interest in and to all intellectual property rights in CLIENT data and CLIENT technology. CLIENT hereby grants to CONSULTANT a royalty-free, fully-paid, non-exclusive, non-transferable, sub-licensable right to use CLIENT data and CLIENT technology solely for the purpose of providing maintenance and support SERVICES to CLIENT during the term of this CONTRACT.
- 11.3 CLIENT has no obligation to give CONSULTANT any suggestions, comments or other feedback relating to any CONSULTANT proprietary software, technology or methodology used in connection with this CONTRACT. However, CONSULTANT may use and include any feedback which CLIENT voluntarily provides to improve the software or related CONSULTANT technology, or methodology.

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12. INVOICING AND PAYMENT

CONSULTANT shall render invoices to CLIENT in accordance with the terms of compensation set out or referred to in Exhibit B and to the following address:

Insert CLIENT BILLING ADDRESS AND DETAILS

Attention: Accounts payable

Except where CLIENT disputes, in good faith, an invoice or part thereof, CLIENT shall make payment to CONSULTANT directly into CONSULTANT'S bank account through BACS within thirty (30) days of receipt of CONSULTANT's undisputed invoice. At the earliest possible opportunity, CLIENT and CONSULTANT shall endeavour to resolve invoicing disputes and agree adjustments to invoices as soon as possible thereafter. Payment by CLIENT of an invoice shall not prejudice its right in the future to dispute any part of any invoice. All invoices rendered by CONSULTANT to CLIENT shall quote the CONTRACT number, the relevant CALL OFF ORDER number, and be accompanied by such relevant supporting documentation as may be required.

No right of setoff shall apply under this CONTRACT.

13. TAX

13.1 CONSULTANT shall pay all taxes, levies or imposts assessed against it in connection with the SERVICES and shall defend, indemnify and hold CLIENT GROUP harmless from and against any payment:

- (a) in respect of any taxation (including P.A.Y.E., National Insurance Contributions, fines, penalties and interest) assessed on CONSULTANT, SUBCONTRACTORS, its or their employees, or on any other party connected with CONSULTANT or;
- (b) which might have been assessed or assessable as aforesaid but for CLIENT having been first required to make such payment.

14. AUDIT

CLIENT reserves the right to audit all of CONSULTANT's books of account in respect of the SERVICES for a period of 2 years after completion of the SERVICES. However, such right of audit shall not extend to examining the composition or make up of, any cost or rate charged to CLIENT under the CONTRACT.

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15. TERMINATION

- 15.1 CLIENT may terminate the CONTRACT in whole or in part at any time upon giving not less than thirty (30) days' written notice to CONSULTANT, whereupon, CLIENT shall compensate CONSULTANT for SERVICES satisfactorily performed and completed up to the date of termination, and in accordance with the rates/ prices set out in Exhibit B and pay any specific termination fees set out at Exhibit B as may apply.
- 15.2 Notwithstanding the foregoing, if CONSULTANT:
- (a) makes any composition or arrangement with its creditors, becomes insolvent, is declared bankrupt, has a receiver appointed or enters into a liquidation, either voluntary or compulsory or;
 - (b) commits a material breach of any of the provisions of the CONTRACT and, in the case of such breach which is capable of remedy, fails to remedy the same within a reasonable period after receipt of notice giving full particulars of the breach and requiring it to be remedied; CLIENT shall be entitled to terminate the CONTRACT forthwith.
- 15.3 Subject to Clauses 20 and 29, any additional costs, expenses or damages reasonably incurred by CLIENT as a direct result of CONSULTANT's default giving rise to termination shall be a debt due and recoverable from CONSULTANT.

16. FORCE MAJEURE

- 16.1 If either party is affected by FORCE MAJEURE it shall promptly notify the other party in writing of the nature and extent of the circumstances in question.
- 16.2 Notwithstanding any other provision of the CONTRACT, neither party shall be deemed to be in breach of contract, or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under the CONTRACT, to the extent that the delay or non-performance is due to any FORCE MAJEURE of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.
- 16.3 If the FORCE MAJEURE in question prevails for a continuous period in excess of 30 days, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

17. ASSIGNMENT AND SUB-CONTRACTING

- 17.1 The CONTRACT shall not be assigned by CONSULTANT in whole or in part without CLIENT's prior APPROVAL. Notwithstanding the provisions of a permitted assignment, CONSULTANT shall remain liable to CLIENT for the due performance of all of

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CONSULTANT'S obligations under the CONTRACT up to and including the effective date of assignment.

- 17.2 Subject to CONSULTANT's written approval, CLIENT may at any time assign all or part of its rights and obligations under the CONTRACT to a third party.
- 17.3 SERVICES shall not be sub-contracted in whole or in part without CLIENT's prior APPROVAL. Notwithstanding the terms of any sub-contract, CONSULTANT shall remain liable to CLIENT for the full performance of all of CONSULTANT's obligations under the CONTRACT and shall be accountable for the acts and omissions or default of all its SUBCONTRACTOR(S) and their personnel.
- 17.4 All sub-contracts shall contain provisions whereby all SUBCONTRACTOR(S) expressly waive all rights of recourse they may have against CLIENT GROUP for all losses, liabilities, costs and expenses (including all related legal costs and expenses) arising by reason of:
- (a) injury to, sickness of or death of any persons employed directly or indirectly by SUBCONTRACTOR(S) irrespective of cause whether by act or omission of any of CLIENT GROUP; or
 - (b) damage to, loss of or destruction of any property owned by or contracted to SUBCONTRACTOR(S) irrespective of cause whether by act or omission of any of CLIENT GROUP.

18. LIABILITIES AND INDEMNITIES

- 18.1 CONSULTANT shall assume all liability for and shall defend, indemnify and hold CLIENT GROUP harmless from and against any and all claims, demands, causes of action, losses, liabilities, costs and expenses (including legal costs and expenses) arising in relation to the CONTRACT by reason of:
- (a) injury to, sickness of or death of any persons employed directly or indirectly by CONSULTANT GROUP irrespective of cause whether by act or omission of CLIENT GROUP; or
 - (b) damage to, loss of or destruction of any property owned by or contracted to CONSULTANT GROUP irrespective of cause whether by act or omission of CLIENT GROUP; or
 - (c) damage to, loss of or destruction to CLIENT GROUP PROPERTY whilst in the care, custody and control of CONSULTANT GROUP.
- 18.2 CLIENT shall assume all liability for and shall defend, indemnify and hold CONSULTANT GROUP harmless from and against any and all claims, demands, causes of action, losses,

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liabilities, costs and expenses (including legal costs and expenses) arising in relation to the CONTRACT by reason of:

- (a) injury to, sickness of or death of any persons employed by CLIENT GROUP irrespective of cause whether by act or omission of CONSULTANT GROUP; or
- (b) damage to, loss of or destruction of any property owned by CLIENT GROUP irrespective of cause whether by act or omission of CONSULTANT GROUP except where CONSULTANT is liable therefor by virtue of the provisions of Clauses 5.6 and 18.1 (c) hereof.

18.3 The indemnities granted by CONSULTANT to CLIENT GROUP and CLIENT to CONSULTANT GROUP shall apply, irrespective of any contractual or other default, including negligence or breach of statutory duty or common law by the indemnified whether jointly or severally, by way of indemnity or otherwise and the indemnified shall not have any liability to the indemnifying party in respect of any claim, demand, cause of action, loss, liability or expense in respect of which the indemnity is given.

18.4 The scope or extent of indemnities shall not be limited in any way by reason of CONSULTANT's obligations to insure as set out in the CONTRACT.

19. INSURANCE

19.1 CONSULTANT shall, at its sole cost and expense, obtain and maintain, in full force and effect throughout the duration of the CONTRACT such policies of insurance with a reputable insurer that cover those risks normally associated with the provision of the SERVICES. Such requirement shall be without prejudice to and shall not reduce or affect CONSULTANT's indemnities in the CONTRACT and shall not limit CONSULTANT's liability therefore under the CONTRACT. Without prejudice to the foregoing generality, CONSULTANT shall obtain and maintain in full force and effect the following policies of insurance,

- (a) Employer's Liability Insurance, with a limit of not less than five million pounds sterling (£5,000,000) per occurrence or, if higher, the limit required by applicable laws, to include legal expenses, in any part of the world.
- (b) Comprehensive Public/Products Liability and Professional Indemnity Insurance with a limit of not less than one million pounds sterling (£1,000,000) combined single limit any one occurrence.
- (c) All insurances which CONSULTANT is obliged to carry under any applicable laws.
- (d) Any other insurances which CONSULTANT, acting as a diligent, prudent and competent CONSULTANT considers appropriate in terms of type, coverage and limit, taking into account the nature, extent, scope and location of the SERVICES.

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- 19.2 All policies of insurance shall contain a waiver of rights of subrogation by the insurers in favour of the Named Insured under the Mutual Indemnity and Hold Harmless Deed. If requested by CLIENT, CONSULTANT shall furnish CLIENT with certificates of insurance endorsed in accordance with the foregoing.
- 19.3 CONSULTANT shall defend, indemnify and hold CLIENT GROUP harmless from and against all loss or damage, costs and expenses, (including but not limited to all related legal costs and expenses), claims, actions, and proceedings arising out of any failure by CONSULTANT GROUP to effect or maintain such insurances as CONSULTANT is required to provide under the CONTRACT.
- 19.4 Notwithstanding any other rights or remedies available to CLIENT hereunder or at law, failure by CONSULTANT to comply with any of its obligations under this Clause 19, may at CLIENT's sole discretion be deemed a material breach of CONTRACT by CONSULTANT and shall constitute grounds for termination of the CONTRACT pursuant to Clause 15 hereof.

20. CONSEQUENTIAL LOSSES

Each party shall be responsible for and shall bear all consequential losses which it or any of the other parties in its GROUP may suffer by reason of or in connection with the CONTRACT including but not limited to any loss of profits, loss of trading revenue, loss of business, loss of business opportunity, loss of product or production or other similar loss and shall defend, indemnify and hold harmless the other party from and against any liability, howsoever arising (whether in contract, tort or otherwise at law) in respect thereof.

21. DATA PROTECTION LAWS

- 21.1 In connection with this CONTRACT, CONSULTANT may from time to time and on behalf of the CLIENT process personal data, including "personal information" as defined in relevant Data protection Laws ("Personal Data"). CONSULTANT shall process the Personal Data in compliance with applicable Data protection Laws and in accordance with this CONTRACT and the CLIENT's written instructions. For the purposes of processing personal data under this CONTRACT, CLIENT shall be identified as the "Data Controller" and CONSULTANT shall be known as the "Data Processor". CLIENT shall provide written instructions to CONSULTANT identifying which 'Personal Data' will require to be processed and how such data should be processed.
- 21.2 CONSULTANT will implement all technical and organisational measures necessary to meet the requirements for protection of Personal Data in the Data protection Laws valid at the time of signing this CONTRACT. CONSULTANT shall treat Personal Data received from the CLIENT as confidential and not disclose it to third parties without the CLIENT's prior written consent, unless CONSULTANT is obliged by law or authority order to disclose such information.

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- 21.3 The CLIENT acknowledges that it shall comply with applicable Personal Data legislation and that it has provided the subjects of the Personal Data with appropriate notices and has obtained required consents or is otherwise permitted by law to transfer the data to CONSULTANT, allowing CONSULTANT to process the Personal Data according to the terms of this CONTRACT.
- 21.4 CONSULTANT may from time to time use subcontractors to process Personal Data. Such use will be under written contract and CONSULTANT will require the subcontractor to comply with the same obligations applicable to CONSULTANT under this CONTRACT and for the avoidance of doubt in accordance with GDPR regulations and such other Data protection Laws that may apply. CONSULTANT shall identify its subcontractors used in the processing of such Personal Data where required and once notified CONSULTANT shall not change the nominated subcontractors without notifying CLIENT of the change.
- 21.5 If required by Data protection Laws, the Parties shall enter into relevant contractual arrangements required for the transfer and/or processing of Personal Data.
- 21.6 At the termination of the CONTRACT, CONSULTANT shall deliver to the CLIENT all Personal Data and all data which is related to the processing performed on behalf of the CLIENT or, to the extent that such delivery is not possible, or if requested by the CLIENT, certify the destruction of the same.
- 21.7 Whereas this Clause 21 sets out the specified contractual and legal obligations necessary to comply with data protection laws, where the Parties intend that CONSULTANT shall process Personal Data as a planned and specified part of the SERVICES to be rendered under this CONTRACT, and not as a miscellaneous event that may occur from time to time because of general business interface activities, the Parties shall also complete and utilise Exhibit C to the CONTRACT to specify the tasks required and provide further detail to the management of the SERVICES in accordance with the general provisions and requirements of this Clause 21 and of EXHIBIT C – Data Processing. Notwithstanding any other provision of the CONTRACT, In the event of any conflict of interpretation between this Clause 21 and Exhibit C the provisions of Exhibit C shall prevail.

22. **SAFETY OBLIGATIONS**

- 22.1 CONSULTANT's policies on Safety, Health and Environmental issues shall, where applicable, be compatible with those of CLIENT and shall follow the guidance set out in Health and Safety Executive publication HS(G) (65) (1991, Second Impression 1992) entitled "Successful Health & Safety Management" as may be amended or updated from time to time.
- 22.2 CONSULTANT shall notify CLIENT REPRESENTATIVE immediately of every accident and dangerous event occurring during the provision of the SERVICES whether involving CLIENT or CONSULTANT. Within forty-eight (48) hours thereafter, CONSULTANT shall submit to CLIENT REPRESENTATIVE a written report of such accident or dangerous event and also

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provide a copy of any report concerning the same if required by law or by the competent authority.

23. **CONFIDENTIALITY**

23.1 The CONSULTANT shall at no time without the prior written agreement of the CLIENT either:

- (a) make any publicity releases or announcements concerning the subject matter of the CONTRACT; or
- (b) except as may be necessary to enable the CONSULTANT to perform its obligations under the CONTRACT, use, reproduce, copy, disclose to, place at the disposal of or use on behalf of any third party or enable any third party to sue, peruse or copy any information including but not limited to drawings data and computer software which:
 - (i) is provided to the CONSULTANT by or on behalf of the CLIENT or its AFFILIATES in or in relation to the CONTRACT; or
 - (ii) vests in the CLIENT in accordance with the CONTRACT; or
 - (iii) the CONSULTANT prepares in connection with the SERVICES.

23.2 The provisions of Clause 23.1 shall not apply to information which:

- (a) is part of the public domain; or
- (b) was in the possession of the CONSULTANT prior to award of the CONTRACT and which was not subject to any obligation of confidentiality owed to the CLIENT; or
- (c) was received from a third party whose possession is lawful and who is under no obligation not to disclose; or
- (d) is required to be disclosed in order to comply with the requirements of any law, rule or regulation of any governmental or regulatory body having jurisdiction over the SERVICES or the CONSULTANT, or of any relevant stock exchange; or
- (e) is used or disclosed by the CONSULTANT five (5) years or more after the expiry or termination of the CONTRACT.

23.3 The CONSULTANT shall ensure that the provisions of this Clause 23 are incorporated into any agreement or arrangement with any SUBCONTRACTOR and that the officers, employees and agents of the CONSULTANT and of the SUBCONTRACTOR(S) comply with the same.

23.4 All information provided by the CONSULTANT which the CONSULTANT wishes to remain confidential shall be clearly marked as confidential provided, however, that any such information relating to the CONSULTANT's pricing and trade secrets shall always be treated as confidential by the CLIENT without the necessity on the part of the CONSULTANT to clearly mark as such. In respect of such confidential information the CLIENT shall be entitled to:

- (a) disclose to and authorise use by the CLIENT GROUP; and
- (b) disclose pursuant to any statutory or other legal requirement; and
- (c) subject to the CONSULTANT's prior consent, which shall not be unreasonably withheld or delayed, disclose to and authorises use by third parties to the extent necessary for the

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execution and maintenance of the project and / or structure and / or facility in connection with which the SERVICES is to be performed.

Notwithstanding the above, the CLIENT shall, and shall ensure that its officers, employees and agents take all reasonable measures to protect confidential information of the CONSULTANT concerning or arising from the CONTRACT for a period of five (5) years from the EFFECTIVE DATE. For the avoidance of doubt, the provisions of this Clause 23.4 shall not apply to information which vests in the CLIENT in accordance with the CONTRACT.

24. CLAUSE NOT USED

25. RELATIONSHIP AND STATUS OF THE PARTIES

25.1 CONSULTANT'S status for the purposes of the CONTRACT shall be that of an independent contractor, and as such, no personnel shall be deemed to be agents or employees of CLIENT.

26. GENERAL

26.1 These terms and conditions constitute the entire agreement between the parties, supersede any previous CONTRACT or understanding and may not be varied except in writing between the parties.

26.2 Any notice required or permitted to be given by either party to the other under these terms and conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

26.3 No failure or delay by either party in exercising any of its rights under the CONTRACT shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the terms and conditions of the CONTRACT by the other shall be considered as a waiver of any subsequent breach of the same or of any other provision.

26.4 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

27. THIRD PARTY RIGHTS

CLIENT and CONSULTANT under the CONTRACT agree to create directly enforceable rights for the members of CLIENT GROUP (other than CLIENT) and CONSULTANT GROUP

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(other than CONSULTANT), pursuant to the Contracts (Rights of Third Parties) Act 1999 in respect of the indemnities contained under Clauses 5, 13, 18, 19, and 20.

Except as expressly provided in Clauses 5, 13, 18, 19 and 20, no other rights that are directly enforceable by a third party shall be created pursuant to, or be construed as being created by the CONTRACT. Save as aforesaid, any third party rights are excluded to the fullest extent permitted by law. Each of the provisions of the CONTRACT may be rescinded, varied or amended (including but not limited to the provisions of Clauses 5, 13, 18, 19, and 20) and subject to the provisions of Clause 17 hereof, the CONTRACT may be assigned or novated and, subject to the provisions of Clause 15 hereof the CONTRACT may be rescinded, by CLIENT and CONSULTANT without notice to or the consent of any member of CLIENT GROUP (other than CLIENT), any member of CONSULTANT GROUP (other than CONSULTANT).

28. JURISDICTION

The CONTRACT shall be interpreted in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

29. LIMITATION OF LIABILITY

Except in connection with any indemnities expressly given by CONSULTANT under the CONTRACT, CLIENT and CONSULTANT agree and acknowledge that the maximum aggregate liability that the CONSULTANT may have to CLIENT for any claim in contract, tort (including negligence) or otherwise at law in connection with this CONTRACT shall be limited to an amount equivalent to fifty percent (50%) of the CONTRACT PRICE.

30. NON-SOLICITATION

- 30.1 CLIENT agrees during the period of the CONTRACT and for six (6) months after its conclusion, they will not directly or indirectly solicit for employment any CONSULTANT staff who have been engaged in the SERVICES of this CONTRACT. Should the CLIENT breach this condition, it will pay the CONSULTANT as a recruitment fee a sum equal to six (6) months' gross salary offered by the new employer. The parties agree that this sum is a reasonable and genuine pre-estimate of the loss suffered by the injured party in these circumstances.

31. ANTI-BRIBERY LAWS

- 31.1 Each party shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption in each country where a party has its principle place of business and where such Party conducts activities under this CONTRACT, including but not limited to the UK Bribery Act 2010 and other analogous legislation ("Anti-Bribery Laws");
- 31.2 Each party shall have and shall maintain in place throughout the term of this CONTRACT its own policies and procedures, including but not limited to adequate procedures under the UK

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Bribery Act 2010, to ensure compliance with Anti-Bribery Laws and will enforce them where appropriate.

31.3 Breach of this Clause 31 shall be deemed a material breach of this CONTRACT.

32. ANTI-SLAVERY AND HUMAN TRAFFICKING

If required, CONSULTANT will report on its compliance with the United Kingdom Modern Slavery Act 2015 and in particular on its control and participation in supply chain activity in respect of the requirements of the Act. In response to these requirements CONSULTANT will apply its own policies to ensure compliance with the Act.

CONSULTANT represents and warrants that it is fully compliant with the terms of the United Kingdom Modern Slavery Act 2015 and shall have and maintain throughout the term of this CONTRACT its own policies and procedures to ensure its compliance.

CLIENT represents and warrants that it is fully compliant with the terms of the United Kingdom Modern Slavery Act 2015 and shall have and maintain throughout the term of this CONTRACT its own policies and procedures to ensure its compliance.

The parties hereto have caused the CONTRACT to be executed by their duly authorised representatives as of the day and year stated below.

For CLIENT
(**INSERT NAME**)

For CONSULTANT
SWORD IT SOLUTIONS LIMITED

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

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EXHIBIT A

SCOPE OF SERVICES

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EXHIBIT A

SCOPE OF SERVICES

1.0 THE SERVICES

CONSULTANT shall provide such SERVICES as may be required at the times required and set out within a CALL OFF ORDER issued to instruct commencement of SERVICES.

CONSULTANT shall only provide SERVICES within its capability and field of expertise.

No SERVICES shall commence, and no payment will be made without an appropriate CALL OFF ORDER being issued for the SERVICES.

SERVICES may be required to provide direct support to CLIENT or to CLIENT's Clients.

2.0 DISCIPLINES

CONSULTANT'S range of disciplines is set out within the Table below.

No	Discipline	Note
1		
2		
3		
4		
5		

3.0 WORK LOCATION

CONSULTANT'S personnel shall work from the agreed WORKSITE. This shall likely be CONSULTANT's offices except where specific requirements are identified within the CALL OFF ORDER to work from CLIENT offices.

4.0 I.T. TOOLS AND MATERIALS

CONSULTANT shall provide such facilities as may be required to complete the SERVICES and a full description of what may be required is set out at Clause 1.2 of Exhibit B to the CONTRACT.

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5.0 WHITE LABEL

CONSULTANT shall "White-Label" any SERVICES provided in support of CLIENT's other Clients except where CLIENT gives express approval to do otherwise.

6.0 DETAILED SCOPING

Any detailed scoping of SERVICES that may be required prior to commencement of a piece of work shall be set out within the relevant CALL OFF ORDER or within an Appendix to such document.

7.0 REPRESENTATIVES

The CLIENT REPRESENTATIVE for the purpose of administering the CONTRACT shall be:

Name

Title

Telephone No:

Email Address:

The CONSULTANT REPRESENTATIVE for the purpose of administering the CONTRACT shall be:

Name

Title

Telephone No:

Email Address:

End of Scope of Work.

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EXHIBIT B

COMPENSATION AND PAYMENT SCHEDULE

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1.0 THE CONTRACT PRICE

- 1.1 In consideration of satisfactory performance of the SERVICES, CLIENT shall pay or cause to be paid to CONSULTANT, the CONTRACT PRICE at the times and in the manner specified in Clause 12 – INVOICING AND PAYMENT of the CONTRACT.

The CONTRACT PRICE shall consist only of those rates and prices contained within this Exhibit B, Compensation and Payment. Payment of the CONTRACT PRICE shall be deemed to be full compensation to the CONSULTANT for all costs of every nature and description including but not limited to provision of personnel, materials, plant, equipment, consumables, sub-contractors, onshore support, all overheads and all profits associated with the SERVICES. Payment of the CONTRACT PRICE shall be deemed to represent full compensation to the CONSULTANT for fulfilling all obligations and all liabilities of the CONSULTANT under the CONTRACT.

1.2 Composition of Rates

In constructing the rates set out within this CONTRACT the CONSULTANT has made provision for the following cost elements:

Profits, overheads, payroll costs, benefits and burdens; insurances; administration costs; pension provisions, protective clothing; offshore survival/training; trade/professional training; medical examinations; office accommodation at CONSULTANT's premises; computers and standard software at CONSULTANT's premises; communications facilities including fax, telephone and e mail at CONSULTANT's premises; paper, printing materials and all other consumables associated with provision of the service at CONSULTANT's premises; all other costs and expenses of any description not identified above arising in connection with the SERVICE.

1.3 Chargeable Time – Onshore SERVICES

CONSULTANT shall be reimbursed for the satisfactory provision and performance of CONSULTANT personnel in accordance with the rates set out herein. CONSULTANT personnel engaged in provision of SERVICES at an onshore location shall be expected to work **an eight-hour** day such time to be exclusive of meal breaks. No overtime shall be paid for time worked in excess of **eight hours** unless exceptional circumstances require such work and CLIENT REPRESENTATIVE authorises such over-time. Where CONSULTANT personnel work less than the standard **eight-hour** day CONSULTANT shall be reimbursed for time worked on a pro rata basis.

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1.4 Chargeable Time – Offshore SERVICES

CONSULTANT shall be reimbursed for the satisfactory provision and performance of CONSULTANT personnel in accordance with the rates set out herein. CONSULTANT personnel engaged in provision of SERVICES at an offshore location shall be expected to work a **twelve-hour** day such time to be exclusive of meal breaks. No overtime shall be paid for time worked in excess of **twelve hours** unless exceptional circumstances require such work and CLIENT REPRESENTATIVE authorises such over-time. Where CONSULTANT personnel work less than the standard **twelve-hour** day CONSULTANT shall be reimbursed for time worked on a pro rata basis.

1.5 VAT

The rates and prices contained herein shall exclude Value Added Tax (VAT) which shall become chargeable, where applicable in accordance with Government Legislation.

1.6 RATE VALIDITY

1.6.1 All rates and charges stated above are to remain fixed and firm to (**insert applicable date**) and annually thereafter (including option years should options be enacted) the rates and charges detailed herein shall be subject to review and adjustment as necessary in accordance with Clause 3 below, provided full substantiation of any increase claimed by CONSULTANT is submitted to the satisfaction of the CLIENT.

1.6.2 After review, the resultant rates shall remain fixed and firm for the following 12-month period.

1.7 CALL OFF ORDER

No work may commence without a CALL OFF ORDER instructing same. No payment will be made without a suitable CALL OFF ORDER number to support the invoice.

2.0 RATES

2.1 Rate Card

Personnel rates are set out within the Rate Card at Appendix 1 to this Exhibit B.

2.2 Overtime Restriction

Hourly rates are based on a normal shift of **eight (8) hours** **exclusive** of breaks. Overtime worked in excess of normal shift must be authorised in advance by CLIENT, and in the event that overtime is required over and above the **eight (8) hour** day, CONSULTANT shall be

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reimbursed in accordance with the rates set out within the tables set out within the Appendices hereto.

2.3 Accommodation and Travel Expenses

Where approved by CLIENT in advance, CLIENT shall reimburse reasonable hotel, car hire or taxi hire expenses. Note: accommodation and travel expenses associated with providing the services at the specified Aberdeen location shall be deemed to be included within the Personnel Rates used to construct Lump-Sums and Target Costs and for any specific Amendment priced separately. This provision relates to travel required to support the work as required by CLIENT outwith the base location. All travel shall be in accordance with CLIENT's travel policy as set out below:

Flights less than 6 hours: Economy class

Flights more than 6 hours: Business Class

Rail Travel: Standard Class

Car Mileage: 45p/ mile or prevailing rate set by HMRC

2.4 Third Party Expenses

Where approved by CLIENT in advance, CLIENT shall reimburse reasonable third-party expenses. Such expenses shall be reimbursed at net documented cost and any claim for such expenses shall be supported by paid third party receipts or invoices.

2.5 Timesheets

All personnel rates shall be payable against timesheets completed by CONSULTANT and approved by CLIENT on a monthly basis.

1.

2.6 CONSULTANT's Premises/ CONTRACTOR's Premises

2. CONSULTANT shall provide office facilities to accommodate CONSULTANT Personnel. Such facilities shall include desks, chairs, meeting room facilities, internet use, photocopier and printers, photocopying consumables, consumables, and all other items and facilities which are associated with provision of such office accommodation as may be agreed prior to commencement of CONTRACT. In accordance with Clause 1.2 above CONSULTANT's sole means of compensation for the SERVICE performed at the nominated WORKSITE shall be via the Personnel Rates set out under this Clause 2.1 of Exhibit B.
3. CONSULTANT shall provide such facilities as computers and software. In accordance with Clause 1.2 above CONSULTANT's sole means of compensation for the SERVICE performed at the nominated WORKSITE shall be via the Personnel Rates set out under this Clause 2.1 of Exhibit B.

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3.0 RATE REVIEW PROCEDURE

- 3.1 CONSULTANT's rates are fixed and firm in accordance with the provisions of Clause 1.6 above and subsequently reviewed annually and applicable adjustments are advised to CLIENT within thirty (30) days. Revised rates are effective from (insert date) of the year of review.

The rates in this Exhibit shall be reviewed in accordance with the increase in the UK RPI for the period commencing fifteen months prior to the EFFECTIVE DATE of the CONTRACT and ending twelve months later thus forming a twelve-month period, and annually thereafter utilising the same method relevant to the anniversary of the EFFECTIVE DATE. [Source – Office for National Statistics, Table 21 – RPI All Items – percentage change over 12 months]

4.0 TERMINATION FEES

There are no specific termination fees payable under this CONTRACT. Any termination costs which may fall due shall be calculated in accordance with Clause 15 of the CONTRACT.

End of Exhibit B

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Appendix 1

2.1 Rate Card

DISCIPLINE / ITEM	DAY RATE	Notes

Drafting Note – Add such disciplines or items as it sees fit to enable performance of the Services.

End of Appendix 1

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EXHIBIT C DATA PROCESSING

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1. DEFINITIONS AND INTERPRETATION

Data Processing Details	the description of the Personal Data processing activities contemplated by this CONTRACT, as set out in Schedule 1 below;
Data Protection Law	Means all laws and regulations data protection and privacy laws and regulations applicable time to time in force, including but not limited to: • The EU General Data Protection Regulation (EU 2016/679) (“GDPR”) and the complementary laws of the EU members States; • The GDPR as incorporated into UK law by the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal) Act 2020 and amended by the Data Protection, Privacy and Electronic Communications (Amendments, etc.) (Exit from the EU) Regulations 2019 (together, the “UK GDPR”); • The UK Data Protection Act 2018; • EU Member State legislation implementing the EU Directive 2002/58/EC and the UK Privacy and Electronic Communications (EC Directive) Regulations 2003; • Any other applicable local mandatory data protection and/or cybersecurity law or regulation such as CCPA, PIPL, CSL, Swiss Federal Data Protection Act...) • Any privacy guide or code of practices published from time to time by a Data Protection Authority.
DP Regulator	a regulatory, administrative, supervisory or governmental agency, body or authority (whether regional, national or supranational) with jurisdiction over the Personal Data processing activities contemplated by this CONTRACT
GDPR	the European General Data Protection Regulation, namely Regulation (EU) 2016/679;
Loss	any and all loss, liability, cost (including legal costs), expenses, actions, adverse judgement, proceedings, claims, penalties, fines and demands and losses shall be construed accordingly;

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Personal Data	the personal data that is processed by CONSULTANT on behalf of the CLIENT in accordance with this CONTRACT, as further described in the Data Processing Details;
Safe Countries	the countries that comprise the European Economic Area (EEA), the UK, and the countries for which the European commission or the competent authority has decided they provide adequate protection or an equivalent level of data protection to that of the country of the exporter of Personal data. ;
Security Incident	a) any event impacting or likely to impact the security of the Personal data in terms of availability, integrity, confidentiality and traceability or any other event which may be considered as a security incident under the applicable Data Protection Legislation and/or applicable cybersecurity standards; b) the unlawful or unauthorised processing of Personal Data; or c) any breach of security affecting the Personal Data (including (without limitation) a personal data breach as defined in the GDPR).

1.1 Unless the context otherwise requires **controller, processor, processing/process, personal data, personal data breach** and **data subject** shall be interpreted and construed by reference to applicable Data Protection Law.

1.2 References to a law of the European Union include a reference to that law as incorporated into the laws of the United Kingdom at any time before or after the United Kingdom ceases to be a Member State of the European Union.

2. DATA PROTECTION

2.1 The Parties hereby agree that, to the extent CONSULTANT processes Personal Data on behalf of the CLIENT, CONSULTANT will act as a processor for and on behalf of the CLIENT (as controller) and CLIENT will act as data controller. A detailed description of the data processing activities, including the Personal Data concerned, is set out in the Data Processing Details.

2.2 To the extent that CONSULTANT acts as a processor for the CLIENT with respect to the Personal Data, CONSULTANT shall:

2.2.1 only process the Personal Data for the purposes of performing its obligations under this CONTRACT and in accordance with the written instructions given by the CLIENT from time to time unless CONSULTANT is subject to an obligation under applicable law (including UK GDPR and the UK Data Protection Act 2018) of the UK, European Union or a member state of the European Union to do otherwise in

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which case CONSULTANT shall (unless prohibited by law on important grounds of public interest) notify the CLIENT in advance of that legal obligation;

- 2.2.2 immediately inform the CLIENT if, in CONSULTANT's opinion, an instruction from the CLIENT breaches a requirement of Data Protection Laws, provided that the foregoing obligation shall not be construed as an obligation on CONSULTANT to provide legal or professional advice or services to the CLIENT and CONSULTANT shall have no liability for any Losses suffered or incurred by the CLIENT as a result of CONSULTANT's failure to notify the CLIENT as set out in this Clause;
- 2.2.3 at the reasonable request of the CLIENT, provide to the CLIENT such reasonable assistance as is contemplated by Article 28(3)(e) of the GDPR and Article 28(3)(e) of the UK GDPR;
- 2.2.4 notify the CLIENT in writing of each Security Incident of which it becomes aware. CONSULTANT shall (to the extent feasible) ensure that the initial notification comprises the information required under Article 33(3) of the GDPR and Article 33(3) of the UK GDPR. If CONSULTANT is unable to provide all of the information required under this Clause in accordance with the time limits set out above, CONSULTANT shall provide as much information as it is able to within those time limits and shall provide all further information as soon as reasonably practicable thereafter;
- 2.2.5 taking into account the nature of the processing and the information available to CONSULTANT; upon the reasonable request of the CLIENT, CONSULTANT shall, within such reasonable timescales as CONSULTANT agrees in writing, provide the CLIENT the following assistance;
- (a) provide the CLIENT with information in order to enable the CLIENT to produce data protection impact assessments (**DPIAs**);
 - (b) assist the CLIENT in implementing appropriate security measures appropriate to any identifiable risk taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, in relation to the Personal Data;
 - (c) provide the CLIENT with information required in relation to consulting the DP Regulator where a DPIA requires; and
 - (d) following a Personal Data breach:
 - (i) provide the CLIENT with such information as is necessary to allow the CLIENT to notify data subjects; and

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(ii) provide the CLIENT with such information as is required under Article 33(3) of the GDPR and Article 33(3) of the UK GDPR.

2.2.6 ensure that appropriate technical and organisational measures are in place to safeguard against the unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data and such measures shall meet the requirements of Article 32 of the GDPR and Article 32 of the UK GDPR on and from the date the GDPR & UK GDPR apply;

2.2.7 ensure that any of its personnel who are authorised to process the Personal Data are bound by a duty of confidence to maintain the confidentiality of the Personal Data;

2.2.8 upon conclusion of the Personal Data processing activities contemplated by this CONTRACT, CONSULTANT will (as directed by the CLIENT or, in the absence of any direction, as elected by CONSULTANT) securely return or securely destroy the Personal Data and all copies in CONSULTANT's power, possession or control, unless CONSULTANT is required to keep such Personal Data for its compliance with applicable law; and

2.3 Subject to Clause 2.4, CONSULTANT shall provide the CLIENT with all information reasonably requested by the CLIENT to enable the CLIENT to verify CONSULTANT's compliance with this Clause 2. Without prejudice to the foregoing and upon one months' prior written notice from the CLIENT, CONSULTANT shall assist the CLIENT in undertaking an audit of CONSULTANT's compliance with the requirements of this Clause 2 with respect to the Personal Data, provided that the scope of the audit and manner in which it is conducted will be agreed between the Parties in advance and shall ensure such audit does not adversely affect CONSULTANT's operations. The CLIENT shall act reasonably and in good faith in exercising its audit rights under this Clause 2.3 and CONSULTANT's costs and expenses incurred in assisting the CLIENT with each audit shall be borne by the CLIENT. The CLIENT's audit rights as set out in this Clause 2.3 shall not be exercised by the CLIENT more frequently than once a year.

2.4 The provisions of Clause 2.3 shall not apply to the extent that CONSULTANT has commissioned an independent third party audit which addresses the same audit scope as described at Clause 2.3 within 3 months of the CLIENT's audit request and CONSULTANT confirms there are no known material changes in the processing audited. In such circumstances the CLIENT agrees to accept those findings in lieu of requesting an audit.

2.5 The CLIENT acknowledges that CONSULTANT may transfer Personal Data outside of Safe Countries. CONSULTANT shall ensure that, where such transfers take place, safeguards are put in place in order to comply with Data Protection Law and the CLIENT agrees to provide such assistance as is reasonably required by CONSULTANT to ensure such transfer complies with such applicable Data Protection Law.

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- 2.6 CONSULTANT may subcontract the processing of Personal Data to any third party (now referred to as subprocessor/s). CONSULTANT shall notify the CLIENT in writing and in advance of its intended use of a subprocessor where it intends to subcontract the processing of Personal Data. If within [14] days of receipt of that notice, the CLIENT notifies CONSULTANT in writing of any objections to the proposed appointment (such objections to be made on reasonable grounds, CONSULTANT shall not appoint (nor disclose the CLIENT's Personal Data to) that proposed subprocessor until reasonable steps have been taken to address the objections raised by the CLIENT and the CLIENT has been provided with a reasonable written explanation of the steps taken. The CLIENT acknowledges and agrees that any objection raised by the CLIENT may cause or contribute to a delay or failure by CONSULTANT and/or its subprocessor to perform CONSULTANT's obligations under this CONTRACT, and that CONSULTANT shall not be liable for any Losses suffered or incurred by the CLIENT arising out of or in connection with any such delay or failure.
- 2.7 With respect to each subprocessor CONSULTANT will ensure that it has in place an agreement with the subprocessor that provides no less protection for Personal Data than those set out within this Clause 2. CONSULTANT shall remain responsible for the acts and omissions of its subprocessors.
- 2.8 This Clause 2 shall remain in full force and effect at all times, notwithstanding the termination or expiry of this CONTRACT

3. IMPLEMENTATION OF REGULATORY CHANGE

Any change in the GDPR and/or UK GDPR giving rise to the strengthening of the aforementioned obligations shall be immediately implemented by CONSULTANT.

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2.9

TO EXHIBIT C

Data Processing Details

(A)	Subject matter, nature and purpose of the processing of Personal Data under the CONTRACT	Subject matter The provision of [insert description of services (eg IT support services)] by CONSULTANT to the CLIENT Nature Processing activities, such as [insert the data processing activities to be undertaken – eg: storage, retrieval, analysing, data collection and data transfer] will all be undertaken by CONSULTANT. Purpose Personal Data is processed in order to [insert purpose of the provision of the processing (eg provide marketing services in order to improve the effectiveness of the Company's marketing communications with its COMPANYS)].
(B)	Duration of the processing of Personal Data under the CONTRACT	For the term of the CONTRACT, unless the CONTRACT is terminated earlier in accordance with its terms)
(C)	Type of Personal Data processed under the CONTRACT	Personal Data [Insert categories of Personal Data processed – eg: contact data (name, address, email address, phone numbers), gender, behavioural data, demographic data]
(D)	Categories of data subjects of the Personal Data processed under the CONTRACT	[Insert details of the categories of the individuals to whom the Personal Data relates – eg: past, present and prospective COMPANYS; past, present and prospective employees and personnel]

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