

SCHEDULE TO TERMS AND CONDITIONS
Leighton Corporation Limited
 ("we", "us" or "our")

This Framework Agreement contains our confidential and sensitive information and is being disclosed in confidence. None of this Framework Agreement may be reproduced or further disclosed without our prior written consent, save to the extent required by law or to take professional advice from a professional adviser who is under strict duties to keep this Framework Agreement confidential.

About us		About the Customer	
Name	Leighton Corporation Limited	Customer	
Registered company no.	03307776	Registered company no. <i>(if applicable)</i>	
Registered address	Bank House, Pilgrim Street, Newcastle upon Tyne, NE1 6QF, United Kingdom	Registered address	
Contact	Robert Yardy	Customer contact	
Contact details	rob.yardy@leighton.com	Customer contact details	

Background

1. Leighton has specialist skill and expertise in providing Software Engineering Services
2. Leighton has represented to the Customer that it is experienced in the supply of Software Engineering Services
3. Based upon Leighton's representations, as detailed above, the Customer has agreed to enter into this Framework Agreement to enable the Customer to obtain such services from Leighton
4. Each supply of Services will be documented in a Service Order, read together with this Framework Agreement, will form a discrete legal contract as described below.

Execution

This Framework Agreement consists of the Terms and Conditions as at the date of the first Party to initially sign this Schedule. Each of we and you confirm that it has read this Framework Agreement and agree to be bound by its terms. Unless the context otherwise requires, definitions used in the Terms and Conditions have the same meaning in this Schedule. This Framework Agreement shall be legally formed and we and you shall be legally bound when both we and you have signed this Schedule.

For and on behalf of Leighton Corporation Ltd		For and on behalf of the Customer	
Signed		Signed	
Name (Print)	James Bunting	Name (Print)	
Position	Chief Executive Officer	Position	
Date		Date	

TERMS AND CONDITIONS

(these "Terms and Conditions")

1. Definitions

In this Framework Agreement

- 1.1 the following terms shall have the following meanings unless the context otherwise requires:

Breach of Duty: the breach of any: (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract; or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty).

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Confidential Information: any information in any form or medium obtained by or on behalf of either Party from or on behalf of the other Party in relation to this Framework Agreement or a Service Order which is expressly marked as confidential or which a reasonable person would consider to be confidential, and which may concern the other Party's business, plans, ideas, methodologies, specifications, data, financial condition or clients and whether any of the foregoing information is disclosed or obtained before, on or after the date of this Framework Agreement, together with any reproductions of such information or any part of it.

Customer Data: the data inputted by you, your authorised users, or us on your behalf, for the purpose of using the Services or facilitating your use of the Services, and which may include Personal Data.

Data Controller: has the meaning set out in GDPR.

Data Processor: has the meaning set out in GDPR.

Data Subject: has the meaning set out in GDPR.

Data Protection Laws: in relation to any personal data which is processed in the performance of this Agreement, the General Data Protection Regulation (EU) 2016/679 ("GDPR").

Deliverables: all Materials developed by us or our agents, contractors and employees as part of or in relation to the Services in any form.

Fees: the fees specified in the Service Order payable by you to us for the supply of the Services by us.

Framework Agreement: these Terms and Conditions together with the Schedule and the template Service Order at Appendix 1 and any document referred to in these Terms and Conditions or the Schedule.

Framework Agreement Commencement Date: the date of signature of the Schedule by each of the Parties.

Intellectual Property Rights: copyright and related rights, trade marks and service marks, trade names and domain names, rights under licences, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, patents, rights to inventions, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Liability: liability in or for breach of contract, Breach of Duty, torts (including negligence and intentional torts), deliberate breach (including deliberate personal repudiatory breach), misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with this Framework Agreement, including liability expressly provided for under this Framework Agreement or arising by reason of the invalidity or unenforceability of any term of this Framework Agreement (and, for the purposes of this definition, all references

to this **Framework Agreement** shall be deemed to include any collateral contract).

Materials: any and all materials, works of authorship, deliverables, software (including source code and object code), routines, algorithms, files, multimedia and audiovisual material, tools, processes, systems, methodologies, charts, flowcharts, manuals, databases, database structures, a website's "look and feel", content, catalogues, descriptions, products, documents, notes, records, results, reports, ideas, concepts, discoveries, know-how, information, text, data, research, lists, inventions, creations, diagrams, artwork, designs, sketches, models, pictures, photographs, screenshots, drawings, plans, descriptions, specifications, images, logos, styles, graphics, names, devices, domain names and marks (in whatever form and on whatever media); including any additions, enhancements, changes, alterations, modifications or amendments to any of the foregoing.

Parties: us and you, and **Party** shall mean us or you.

Personal Data: has the meaning set out in Data Protection Laws, and relates only to personal data, or any part of such personal data, of which you are the Data Controller and in relation to which we are the Data Processor and providing services under this Agreement.

Personal Data Breach: has the meaning set out in GDPR.

Process/Processing: has the meaning set out in GDPR.

Project Manager: the person for the time being or from time to time duly appointed by you, and notified in writing to us, to act as your representative for the purposes of a Service Order.

Schedule: the written document we provide to you, appending these Terms and Conditions and the template Service Order, to be signed by us and you to signify entry into this Framework Agreement;

Service Order: a contract for the provision of Services by us to you agreed in accordance with Clause 2 and subject to this Framework Agreement.

Services: any services provided or to be provided by us to you pursuant to this Framework Agreement, including the design and development of the software.

Software: such software as you may instruct us to develop from time to time under a Service Order.

Special Categories of Personal Data: those categories of data listed in Article 9(1) GDPR.

Supervisory Authority: means (a) an independent public authority which is established by a Member State pursuant to Article 51 GDPR; and (b) any similar regulatory authority responsible for the enforcement of Data Protection Laws.

Team: the individual role types and numbers of our team members to provide the Services, as specified in a Service Order.

Team Leader Contact: the person for the time being or from time to time duly appointed by us and notified in writing to you to act as the Team's representative for the purposes of a Service Order.

- 1.2 reference to **Clauses** and **Schedules** shall be to clauses of, and schedules to, this Framework Agreement;
- 1.3 Clause and Schedule headings shall not affect the interpretation of this Framework Agreement or any Service Order;
- 1.4 in the event of a conflict between this Framework Agreement and a Service Order, the Service Order shall prevail over this Framework Agreement;
- 1.5 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.6 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.7 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.8 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

- 1.9 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.10 a reference to **writing** or **written** includes fax and e-mail;
- 1.11 any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding or following those terms and shall be deemed to be followed by the words "without limitation" unless the context requires otherwise.

2. Service Order process

- 2.1 This Framework Agreement governs the overall relationship of the Parties in relation to the Services provided by us to you, and sets out:
- 2.1.1 in this Clause 2, the procedure for you to request the provision of Services from us under separate Service Orders; and
- 2.1.2 in Appendix 1, the template form of Service Order to be entered into by us and you.
- 2.2 You shall be entitled from time to time to request in writing the provision of any Services from us.
- 2.3 Within 10 Business Days of receipt of a written request from you, we shall either:
- 2.3.1 inform you that we are not able to provide the requested Services; or
- 2.3.2 complete a draft Service Order containing the information referred to in the template Service Order at Appendix 1 and shall submit the draft Service Order to you for your written approval.
- 2.4 A Service Order shall not enter into force, be legally binding or have any other effect unless:
- 2.4.1 the Service Order contains the information required by the template Service Order at Appendix 1, unless otherwise agreed between the Parties;
- 2.4.2 the Service Order has been signed by the authorised representatives of both Parties; and
- 2.4.3 as at the date the Service Order is signed, this Framework Agreement has not terminated.
- 2.5 Each Service Order:
- 2.5.1 shall be entered into by us and you;
- 2.5.2 forms a separate contract between us and you; and
- 2.5.3 shall incorporate this Framework Agreement, and, where appropriate in this Framework Agreement, references to this **Framework Agreement** shall be deemed to include each Service Order.

3. Management

- 3.1 At the commencement of each Service Order, we shall notify you of the Team Leader Contact and their contact details in writing.
- 3.2 In the event that a Team member is unable to complete any relevant task through sickness, resignation of employment or otherwise, we will use our reasonable endeavours to ensure the continued provision of the Services in accordance with the relevant Service Order, which may include the provision of the services of another Team member of similar experience to fill that role.
- 3.3 We shall procure that all Team members engaged in providing the Services shall not represent themselves or be represented as employees of you.
- 3.4 We shall ensure that only the Team members engaged in the provision of the Services shall be granted access to the relevant part of your technology platform (and we acknowledge that such access shall be limited to those areas of the technology platform that are necessary for us to perform the Services). We (and each member of the Team) shall keep all passwords and log-in details provided by you strictly confidential.

- 3.5 You acknowledge that the Team will be under your direction and control at all times during the delivery of the Services. Consequently, our responsibility only extends as far as the provision of the Team for subsequent direction by you.
- 3.6 You shall provide adequate direction for the Team to enable them to effectively discharge their duties under this Framework Agreement.

4. Changes to the Team

- 4.1 At any time during the term of a Service Order (but not more than once in any rolling 30-day period):
- 4.1.1 you may request a reduction of the numbers or change to the skills mix, experience or competencies of the Team. You shall put such request in writing to us, and you agree to provide at least 30 days' notice of your request. We will notify you of our acceptance (or otherwise) of the request within two weeks of its receipt by us; and
- 4.2 At any time during the term of a Service Order either party may request an increase to the size of the Team.
- 4.3 We will advise you of the likely impact of any such changes requested under Clause 4.1, including the effect on the Fees as set out in the Service Order, as soon as possible after we have received, or made, a request.
- 4.4 Any change to the Service Order must be mutually agreed in writing by each Party in order to be effective.

5. Supply of the Services

- 5.1 We shall supply the Services in accordance with this Framework Agreement and any express terms set out in the Service Order.
- 5.2 We shall provide the Services from the date specified in the Service Order or, if no date is specified, from the date such Service Order comes into force in accordance with Clause 8.2.
- 5.3 We shall perform the Services within a reasonable time or as otherwise agreed between the Parties from time to time. For the avoidance of doubt, time is not of the essence in respect of our performance of the Services.
- 5.4 We warrant that:
- 5.4.1 we shall use our reasonable skill and care in providing the Services;
- 5.4.2 our employees, agents and subcontractors have the necessary skill to provide any Services;
- 5.4.3 any Services will be provided in a professional, competent and workmanlike manner;
- 5.4.4 we have all necessary consents, rights and permission to enter into, and perform our obligations under, this Framework Agreement;
- 5.4.5 we shall ensure that our employees, agents and subcontractors co-operate with, and make themselves available at all reasonable times for, discussion and meetings with, you;
- 5.4.6 where we perform the Services at your premises, we shall use our reasonable endeavours to ensure that, whilst our employees, agents and subcontractors are on your premises, they conform to your normal codes of staff and security practice as are advised to them in advance by you;
- 5.4.7 we shall fully, frequently and promptly update you as to progress with use of the Services, including reporting on any concerns, issues, comments or queries that need to be addressed or resolved; and
- 5.4.8 we shall comply with all applicable laws, statutes, regulations and bye-laws in relation to the exercise of our rights and performance of our obligations under this Framework Agreement.
- 5.5 We have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement,

and we shall notify you in writing as soon we become aware of any such event.

- 5.6 Except as expressly stated in this Framework Agreement, all other warranties and conditions, whether express or implied, by statute, common law or otherwise, are hereby expressly excluded by us to the extent permitted by law.

6. Your obligations

6.1 You shall:

- 6.1.1 ensure that the terms of each Service Order and any other instructions or directions that you provide to us in respect of the Services are complete and accurate;
- 6.1.2 provide proper, adequate, safe, comfortable and suitable environmental and operating conditions if we undertake to provide the Services at your premises and ensure that all appropriate insurances are in place of an adequate amount to indemnify against liabilities incurred towards each such Team member or other of our employees involved in the provision of the Services;
- 6.1.3 inform us in writing a reasonable time before the commencement of any Services of any regulations, codes and/or practices relevant to us when attending your premises;
- 6.1.4 be present and available at your premises at the required times to enable us to perform our obligations at the times we reasonably require under this Framework Agreement;
- 6.1.5 ensure that your employees, agents and subcontractors fully co-operate with, and make themselves available at all reasonable times for discussion and meetings with, us and our employees, agents and subcontractors and to enable us to promptly perform our obligations under this Framework Agreement;
- 6.1.6 promptly provide to us such data, information and assistance that will enable us to carry out fully, accurately and promptly our obligations under this Framework Agreement to the best of our ability;
- 6.1.7 promptly comply with all of our reasonable requests in connection with this Framework Agreement; and
- 6.1.8 comply with all applicable laws, statutes, regulations and bye-laws in relation to the exercise of your rights and performance of your obligations under this Framework Agreement.

- 6.2 You are responsible for ensuring that you provide us with the information required to enable us to properly provide the Services. We shall not be responsible or, subject to Clause 14.2, have any Liability for any failure to provide the Services to the extent caused by your failure to properly ensure the provision of the relevant information.

- 6.3 It is your responsibility to ensure that the Services are sufficient and suitable for your purposes. It is your responsibility to ensure that:

- 6.3.1 any decision or implementation made by you and/or your employees, agents and other contractors as a result of any advice, recommendation or course of action proposed in the provision of the Services by us is made in your best interests; and
- 6.3.2 the process of making such decision or implementation by you and/or your employees, agents and other contractors is made in compliance with your relevant risk strategy;

and you bear absolute responsibility (and, subject to Clause 14.3, we shall not have any Liability) for such decision and/or implementation and the consequences of any such decision and/or implementation.

7. Fees and payment

- 7.1 In consideration for obtaining the Services, you will pay to us the Fees.

- 7.2 The Fees shall be as set out in each Service Order.

- 7.3 You shall pay, for each Team member or other of our employees engaged in work under this Framework Agreement, the reasonable expenses incurred by the Team member or other employee in connection with this Framework Agreement subject to any such expenses being agreed in advance in writing by your Project Manager.

- 7.4 The Fees shall be invoiced, and payable, in accordance with the provisions set out in the Service Order.

- 7.5 All sums due under a Service Order are exclusive of VAT or other sales, import or export duties or taxes (if applicable) which shall be payable in addition at the same time as payment of any sums due.

- 7.6 In the event that you receive an invoice that you reasonably believe includes a sum which is not valid and properly due, you must notify us within 14 days of your receipt of that invoice of the amount in dispute. If you:

- 7.6.1 notify us of the dispute within that 14-day period, you must pay to us the balance of any invoice that is not disputed in accordance with the relevant Service Order, and the disputed amount shall be dealt with in accordance with Clause 28; and

- 7.6.2 do not notify us of the dispute within that 14-day period, you will be deemed to have accepted that invoice and it will be payable by you in full in accordance with the relevant Service Order.

- 7.7 If you are late in paying any part of any monies due to us under a Service Order and such payment remains outstanding for seven days following us providing notice to you of such outstanding payment, we may (without prejudice to any other right or remedy available to us whether under this Framework Agreement, the Service Order, or by any statute, regulation or bye-law) do any or all of the following:

- 7.7.1 charge interest and other costs on the overdue amount due but unpaid at the annual rate of interest set under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 from time to time from the due date until payment (after as well as before judgment), such interest to run from day to day and to be compounded monthly;

- 7.7.2 recover our costs and expenses and charges (including legal and debt collection fees and costs) in collecting the late payment; and

- 7.7.3 suspend performance of the Service Orders (and all other active Service Orders that are active) until payment in full has been made (during which suspension period, for the avoidance of doubt, you shall be obligated to continue to pay the Fees as if the Services were continuing to be provided in the normal way).

- 7.8 All amounts due to us under a Service Order shall be paid by you in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

- 7.9 We reserve the right to increase the Fees detailed in Appendix 2 by up to 5% on each anniversary of the Framework Agreement Commencement Date throughout the term of this Framework Agreement

- 7.10 We may, by giving not less than three months' notice to you, increase any Fees in respect of any Service Order to reflect any increase in the cost of the Services that is due to:

- 7.10.1 any factor beyond our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other costs); and/or

- 7.10.2 any delay caused by any of your instructions or your failure to give us adequate or accurate information or instructions.

8. Commencement and term

8.1 This Framework Agreement shall commence on the Framework Agreement Commencement Date and shall continue until it is terminated in accordance with its terms.

8.2 Each Service Order shall come into force on the date it is executed by its Parties in accordance with Clause 1 or such later date as is specified in the Service Order and shall continue, unless terminated earlier in accordance with this Framework Agreement or by law, until the expiry of the term set out in the Service Order.

9. Termination

9.1 Either Party may terminate this Framework Agreement (or a Service Order) outside of breach by providing 180 days' written notice to the other Party.

9.2 Without affecting any other right or remedy available to it, either Party may terminate this Framework Agreement (or a Service Order) with immediate effect by giving written notice to the other Party if:

9.2.1 the other Party is in material breach of any of its obligations under this Framework Agreement, or any other agreement between the Parties (including a Service Order), which is incapable of remedy;

9.2.2 the other Party fails to remedy, where capable of remedy, any material breach of any of its obligations under this Framework Agreement, or any other agreement between the Parties (including a Service Order), after having been required in writing to do so within a period of no less than 30 Business Days;

9.2.3 the other Party is in persistent breach of any of its obligations under this Framework Agreement or any other agreement between the Parties (including a Service Order);

9.2.4 the other Party gives notice to any of its creditors that it has suspended is about to suspend payment or if such Party shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or an order is made or a resolution is passed for its winding-up or an administration order is made or an administrator is appointed to manage its affairs, business and property or a receiver and/or manager or administrative receiver is appointed in respect of all or any of its assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or administrator or which entitle the court to make a winding-up or bankruptcy order or it takes or suffers any similar or analogous action in consequence of debt in any jurisdiction; or

9.2.5 the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

9.3 Without affecting any other right or remedy available to it, either Party may terminate a Service Order in accordance with the terms in that Service Order.

10. Consequences of termination

10.1 On termination of this Framework Agreement, howsoever arising, all Service Orders then in force at the date of such termination shall continue in full force and effect for the remainder of the term of such Service Order, irrespective of termination of this Framework Agreement.

10.2 Termination of any Service Order shall not affect any other Service Order or this Framework Agreement.

10.3 On termination of this Framework Agreement:

10.3.1 any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Framework Agreement which existed at or before the date of termination, shall not be affected; and

10.3.2 the following provisions shall continue in force: 1, 7, 10, 11, 12, 14, 15, 19, 20, 21, 22, 23, 24, 26, 27, 28, and 29.

10.4 On termination of a Service Order:

10.4.1 Clause 10.3.2 shall apply to that Service Order;

10.4.2 if we terminate under Clause 9.2 or you otherwise terminate in breach of this Framework Agreement, you shall immediately pay us the full amount owing to us for the work done up to termination, for materials or goods supplied and for costs incurred by us, including other losses or expenditure sustained by us, as a result of such premature termination;

10.4.3 we shall immediately deliver to you all Deliverables whether or not then complete; and

10.4.4 any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Service Order which existed at or before the date of termination shall not be affected.

10.5 You shall not, and shall procure that your group companies and other affiliates shall not, during the term of this Framework Agreement and for a period of 12 months following its termination for any reason:

10.5.1 offer employment to, enter into a contract for the services of, or attempt to entice away from us, any individual who is one of our employees, where such individual is our employee at the time of such offer or attempt or has worked on any Service Order in providing the Services under this Framework Agreement; or

10.5.2 procure or facilitate the making of any such offer or attempt by any other person.

11. Intellectual Property Rights

11.1 The Parties acknowledge that all Deliverables are created, devised, made, designed, invented or supplied by or on behalf of us as part of the Services; such Materials are not already in existence prior to our provision of the Services and specifically relate solely to the Services.

11.2 On full payment of each month's invoice in respect of Fees due under this Framework Agreement, we assign to you (by way of present and future assignment) absolutely with full title guarantee all Intellectual Property Rights in all and any part of the world in the Deliverables created during the month to which such invoice and Fees relate, for the full term of such rights and all renewals and extensions, together with all accrued rights of action.

11.3 You hereby grant to us a non-exclusive, royalty-free licence to use the Deliverables to the extent necessary to provide the Services.

11.4 You acknowledge that the Services are agile software development services, meaning that we are reliant on you for direction as to the Deliverables that we are to provide as part of the Services. Consequently, subject to Clause 14.3, we will not have any Liability for:

11.4.1 any infringement by the Deliverables of the Intellectual Property Rights of any third party;

11.4.2 compliance by us with your instructions or directions, whether express or reasonably inferred from your conduct;

11.4.3 the combination, operation or use of the Deliverables by you with any item(s) not furnished by us; and/or

11.4.4 modification to item(s) made by you or by any third party.

11.5 You shall indemnify us, and keep us indemnified, against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with any claim made against us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Software or receipt by you of any benefit of any of the Services, where such claim is a consequence of our compliance with

your instructions and directions from time to time. Such indemnity shall be dependent on us:

- 11.5.1 notifying you in writing within 10 Business Days of the claim, specifying the nature of the claim in reasonable detail;
 - 11.5.2 granting you sole control of the defence of the claim and all related settlement negotiations; and
 - 11.5.3 giving you reasonably complete and accurate information and all reasonable assistance to enable you to settle or defend the claim.
- 11.6 You shall indemnify us, and keep us indemnified, against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with any claim made against us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with our provision of the Services and/or the Deliverables (including the creation and/or development of the Deliverables) in combination with any software or technology platform used by you or to which we have been granted access by you.

12. Confidentiality

- 12.1 Each Party shall keep the other Party's Confidential Information confidential and shall not:
- 12.1.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Framework Agreement or the relevant Service Order; or
 - 12.1.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Framework Agreement or the relevant Service Order.
- Each Party shall use adequate procedures and security measures to protect the other Party's Confidential Information from inadvertent disclosure or release to unauthorised persons.
- 12.2 A Party may disclose the other Party's Confidential Information to those employees, agents and sub-contractors who need to know such Confidential Information provided that:
- 12.2.1 it informs such employees, agents and sub-contractors of the confidential nature of the Confidential Information before disclosure; and
 - 12.2.2 it does so subject to obligations equivalent to those set out in this Clause 12.
- 12.3 A Party may disclose the Confidential Information of the other Party to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 12.3, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.
- 12.4 The obligations of confidentiality in this Framework Agreement shall not extend to any matter which either Party can show:
- 12.4.1 is in, or has become part of, the public domain other than as a result of a breach of the confidentiality obligations of this Framework Agreement or a Service Order; or
 - 12.4.2 was independently developed by it; or
 - 12.4.3 was independently disclosed to it by a third party entitled to disclose the same; or
 - 12.4.4 was in its written records prior to receipt.
- 12.5 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Framework Agreement or

a Service Order are granted to the other Party, or to be implied from this Framework Agreement or a Service Order.

- 12.6 On termination of this Framework Agreement (or a Service Order, if appropriate), each Party shall:
- 12.6.1 return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information;
 - 12.6.2 erase all the other Party's Confidential Information from its computer systems (to the extent possible); and
 - 12.6.3 at the request of the other Party, certify in writing to the other Party that it has complied with the requirements of this Clause 12.6, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. Clause 12 shall continue to apply to any such documents and materials retained by a recipient Party following termination of this Framework Agreement or a Service Order for any reason.

13. Personal Data

- 13.1 You shall own all right, title and interest in and to all of the Customer Data and are exclusively responsible for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 13.2 The Parties acknowledge that, for the purposes of Data Protection Laws, you are the Data Controller and we are the Data Processor of any Personal Data. Each Service Order shall set out the scope, nature and purpose of Processing by us, the duration of the Processing, the types of Personal Data that we are to Process, and the categories of Data Subject.
- 13.3 Each Party confirms that it holds, and during the term of this Agreement will maintain, all registrations and notifications required in terms of the Data Protection Laws which are appropriate to the performance of its obligations under this Agreement.
- 13.4 Each Party confirms that, in the performance of this Agreement, it will comply with the Data Protection Laws.
- 13.5 We will:
- 13.5.1 Process Personal Data only on documented instructions from you, unless required to do so by Data Protection Laws or any other applicable law to which we are subject; in such a case, we shall inform you of that legal requirement before Processing, unless that law prohibits us to so inform the you;
 - 13.5.2 ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - 13.5.3 take all measures required pursuant to Article 32 of the GDPR in respect of security of Processing;
 - 13.5.4 not commission any subcontractor in respect of Processing Personal Data without your prior written consent (such consent not to be unreasonably withheld or delayed), and ensure that any such subcontractor we commission complies with the provisions of this Clause 13 as if it was a Party;
 - 13.5.5 taking into account the nature of the Processing, assist you by putting in place appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests for exercising the Data Subject's rights laid down in Data Protection Laws, to the extent that such requests relate to this Agreement and our obligations under it;
 - 13.5.6 assist you in ensuring compliance with your obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of Processing and the information available to us;

- 13.5.7 at your option, delete (to the extent practicable) or return all the Personal Data to you after termination of this Agreement or otherwise on your request, and delete existing copies (to the extent practicable) unless applicable law requires our ongoing storage of the Personal Data;
- 13.5.8 make available to you all information necessary to demonstrate our compliance with this Clause 13.5, and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you; and
- 13.5.9 inform you immediately if, in our opinion, an instruction from you infringes (or, if acted upon, might cause an infringement of) Data Protection Laws.
- 13.6 Each Party will notify the other Party as soon as is reasonably practicable if it becomes aware of a Personal Data Breach relating to either Party's obligations under this Agreement.
- 13.7 You shall undertake appropriate data protection impact assessments to ensure that Processing of Personal Data complies with Data Protection Laws. We will provide you with reasonable assistance, where necessary and upon your request, in carrying out any data protection impact assessment and undertaking any necessary prior consultation of the Supervisory Authority.
- 13.8 It is your responsibility to ensure that Personal Data is dealt with in a way that is compliant with Article 5(1) of the GDPR.
- 13.9 It is your responsibility to ensure that:
- 13.9.1 you are able to justify the Processing of Personal Data in accordance with Article 6(1) of the GDPR (including, where applicable, obtaining any and all consents of Data Subjects required in order to commence the Processing), and that you have recorded or documented this in accordance with the record keeping requirements of the GDPR;
- 13.9.2 where Personal Data falls within the Special Categories of Personal Data, Article 9(2) of the GDPR applies to that Personal Data before Processing takes place;
- 13.9.3 where Article 9(2) of the GDPR does not apply to any Personal Data falling within the Special Categories of Personal Data, no such data will be sent to us; and
- 13.9.4 you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to us for the duration and purposes of this Agreement.
- 13.10 In the event that we:
- 13.10.1 comply with your instructions in respect of Processing, we shall not have any Liability (subject to Clause 14.3) for any damage caused by Processing that Personal Data, or for any consequences in the event that such Processing otherwise infringes Data Protection Laws, to the extent that such damage or consequences result from our compliance with such instructions; and/or
- 13.10.2 refuse to comply with your instructions in respect of Processing due to concerns that compliance will cause a breach of Data Protection Laws, we shall not have any Liability (subject to Clause 14.3) for any failure to follow such instructions.
- 13.11 Each Party agrees to indemnify, and keep indemnified and defend at its own expense, the other Party, against all costs, claims, damages or expenses incurred by the other Party or for which the other Party may become liable, due to any failure by the first Party or its employees or agents to comply with this Clause 13.
- 14. Limitation of Liability**
- 14.1 In this Clause 14 only, a reference to **Framework Agreement** should be interpreted to include all Service Orders entered into by the Parties at any time.
- 14.2 This Clause 14 prevails over all of this Framework Agreement and sets forth the entire Liability of either Party, and the sole and exclusive remedies of the other Party, in respect of:

- 14.2.1 performance, non-performance, purported performance, delay in performance or mis-performance of this Framework Agreement or any goods, services or deliverables in connection with this Framework Agreement; or
- 14.2.2 otherwise in relation to this Framework Agreement or entering into this Framework Agreement.
- 14.3 Neither Party excludes or limits its Liability for:
- 14.3.1 its fraud; or
- 14.3.2 death or personal injury caused by its Breach of Duty; or
- 14.3.3 any breach of the obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or
- 14.3.4 any other Liability which cannot be excluded or limited by applicable law.
- 14.4 Subject to Clause 14.3, neither Party accepts and hereby excludes any Liability for Breach of Duty other than any Liability arising pursuant to the terms of this Framework Agreement.
- 14.5 Subject to Clause 14.3, neither Party shall have any Liability in respect of any:
- 14.5.1 indirect or consequential losses, damages, costs or expenses;
- 14.5.2 loss of actual or anticipated profits;
- 14.5.3 loss of contracts;
- 14.5.4 loss of use of money;
- 14.5.5 loss of anticipated savings;
- 14.5.6 loss of revenue;
- 14.5.7 loss of goodwill;
- 14.5.8 loss of reputation;
- 14.5.9 loss of business;
- 14.5.10 ex gratia payments;
- 14.5.11 loss of operation time;
- 14.5.12 loss of opportunity;
- 14.5.13 loss caused by the diminution in value of any asset; or
- 14.5.14 loss of, damage to, or corruption of, data;
- whether or not such losses were reasonably foreseeable or the Party or its agents or contractors had been advised of the possibility of such losses being incurred. For the avoidance of doubt, Clauses 14.5.2 to 14.5.14 (inclusive) of this Clause 14.5 apply whether such losses are direct, indirect, consequential or otherwise.
- 14.6 Subject to Clause 14.3, the total aggregate Liability of each Party arising out of or in connection with all claims in aggregate (including warranty claims and losses relating to the breach of warranty) shall be limited to the greater of:
- 14.6.1 100% of all amounts paid and total other sums payable, in aggregate, by you to us under this Framework Agreement in the 12 months prior to the date on which the claim first arose; or
- 14.6.2 £150,000.
- 14.7 You shall not limit your Liability
- 14.7.1 for failure to pay the Fees; and
- 14.7.2 under the indemnity in Clause 11.5.
- 14.8 The limitation of Liability under Clause 14.6 has effect in relation both to any Liability expressly provided for under this Framework Agreement and to any Liability arising by reason of the invalidity or unenforceability of any term of this Framework Agreement.
- 14.9 You acknowledge and accept that we only provide the Services to you on the express condition that we will not be responsible for, nor shall we have any Liability (subject to Clause 14.3) directly or indirectly for any act or omission of, you, or your employees, agents or subcontractors, or any third party.

15. Insurance

- 15.1 We shall take out and maintain during the term of the Framework Agreement, the following types of insurance policies, for the specific amounts, with a reputable insurance company:
- 15.1.1 Professional indemnity insurance for an insured amount of not less than five million pounds Sterling (£5,000,000) per occurrence and unlimited in respect of the number of occurrences covered by such insurance during any one insurance period,
- 15.1.2 Public liability insurance for an insured amount of not less than five million pounds Sterling (£5,000,000) per occurrence and unlimited in respect of the number of occurrences covered by such insurance during any one insurance period.
- 16. Governance and Reporting**
- 16.1 We shall appoint a Relationship Manager who we shall ensure has overall responsibility for the delivery of services to you and has the authority to deal with issues arising.
- 16.2 You shall appoint a Relationship Manager who you shall ensure has overall responsibility for receipt of services from us and has the authority to deal with any issues arising.
- 16.3 Account Review Meetings shall be held quarterly and will be attended by the Relationship Managers and nominated representatives
- 16.4 The purpose of the Quarterly Account Review Meetings will be to assess our performance, review progress on projects and share future resource planning requirements
- 17. Equipment and Software**
- 17.1 Laptops and/or desktops and/or mobile phones and/or software shall be supplied by us to our employees to the specification determined by the customer.
- 17.2 We shall provide all equipment support to our employees.
- 18. Waiver**
- 18.1 A waiver of any right or remedy under this Framework Agreement (or a Service Order) or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 18.2 A failure or delay by a Party to exercise any right or remedy provided under this Framework Agreement (or a Service Order) or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Framework Agreement (or a Service Order) or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 19. Rights and remedies**
- Except as expressly provided in this Framework Agreement (or a Service Order), the rights and remedies provided under this Framework Agreement (and each Service Order) are in addition to, and not exclusive of, any rights or remedies provided by law.
- 20. Severance**
- 20.1 If any provision or part-provision of this Framework Agreement (or a Service Order) is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 20 shall not affect the validity and enforceability of the rest of this Framework Agreement (or the relevant Service Order).
- 20.2 If any provision or part-provision of this Framework Agreement (or a Service Order) is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 21. Entire agreement**

- 21.1 This Framework Agreement, and all documents referred to in it (including each Service Order), constitutes the complete and exclusive statement of agreement and understanding between the Parties, which supersedes and excludes all prior or contemporaneous proposals, understandings, agreements, or representations, whether oral or written, with respect to the subject matter of this Framework Agreement.
- 21.2 Each Party acknowledges and agrees that no representations were made prior to the entering into of this Framework Agreement and that, in entering into this Framework Agreement, neither Party relies on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a Party or not) other than as expressly set out or referred to in this Framework Agreement.
- 21.3 Nothing in this Framework Agreement or a Service Order shall exclude or limit either Party's liability for fraudulent misrepresentations or for any fundamental misrepresentation, including any misrepresentation as to a matter fundamental to its ability to perform its obligations under this Framework Agreement or Service Order, on the part of that Party.
- 22. No partnership or agency**
- 22.1 Nothing in this Framework Agreement (or any Service Order) is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other Party, or authorise either Party to make or enter into any commitments for or on behalf of the other Party.
- 22.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
- 23. Third party rights**
- A person who is not a Party shall not have any rights to enforce any term of this Framework Agreement or any Service Order.
- 24. Notices**
- 24.1 Any notice given to either Party under or in connection with this Framework Agreement (or a Service Order) shall be in writing, addressed to the relevant Party at its registered office or such other address as that Party may have specified to the other Party in writing, or shall be delivered personally, sent by pre-paid first class post, recorded delivery or commercial courier.
- 24.2 A notice shall be deemed to have been received: if delivered personally, when left at the registered address; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; or, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 24.3 The provisions of this Clause 24.1 and 24.2 shall not apply to the service of any proceedings or other documents in any legal action.
- 25. Counterparts**
- This Framework Agreement (and each Service Order) may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 26. Variation**
- No variation of this Framework Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
- 27. Assignment**
- Neither Party may assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with, this Framework Agreement (or any Service Order) or any right, benefit or interest under it, nor transfer, novate or sub-contract any of its obligations under it, without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).
- 28. Dispute resolution**

- 28.1 If a dispute arises out of or in connection with this Framework Agreement, a Service Order or the performance, validity or enforceability of it or them (**Dispute**) then the Parties shall use their reasonable endeavours, acting in good faith, to resolve the Dispute, involving relevant senior officials within each Party as appropriate if the Dispute continues unresolved.
- 28.2 If the Parties are unable to resolve the Dispute in the way set out in Clause 28.1 within 30 days of the date on which the Dispute was first notified by a Party to the other Party, then the Parties shall be entitled to commence court proceedings in relation to the Dispute under Clause 29; neither Party may commence any court proceedings under Clause 29 in relation to the whole or part of the Dispute until such time, except where the right to issue proceedings is prejudiced by a delay.
- 29. Governing law and jurisdiction**
- 29.1 This Framework Agreement and each Service Order, and any dispute or claim arising out of or in connection with it or them or its or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.
- 29.2 Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Framework Agreement and each Service Order or its or their subject matter or formation.

SIGNATURES:

For and on behalf of Leighton Corporation Ltd		For and on behalf of the Customer	
Signed		Signed	
Name (Print)		Name (Print)	
Position		Position	
Date		Date	