

Cloud Support – Cloud Migration Road-mapping and Transition Planning

Lot3

G-Cloud 15 (RM1557.15)

Supplier Terms - ArvatoConnect

Professional Services Agreement

ARVATO LIMITED

and

[CUSTOMER]

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THIS AGREEMENT is made on [insert date]

PARTIES

- (1) **ARVATO LIMITED**, a company incorporated in England and Wales under number 03923307 whose registered office is at One Fleet Place, London, EC4M 7WS (**Supplier**); and
- (2) **[CUSTOMER]** a company incorporated in [INSERT LOCATION] under number [NUMBER] whose registered office is at [INSERT ADDRESS] (**Customer**).

(each of the Supplier and the Customer being a **party** and together the Supplier and the Customer are the **parties**).

BACKGROUND

- A The Supplier conducts the business of supplying professional services to other businesses.
- B The parties have agreed that the Supplier shall supply the Services to the Customer on the terms set out in this Agreement. THE PARTIES AGREE:

1 Definitions and interpretation

- 1.1 In this Agreement:

Affiliate means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, another entity from time to time;

Affiliate Losses has the meaning given in clause 33.4;

Best Industry Practice means in relation to any undertaking and any circumstances, the highest degree of professionalism, skill, diligence, prudence and foresight which would be expected from an internationally recognised and market leading company engaged in the same type of activity under the same or similar circumstances, and which is best in class;

Bribery Laws means the Bribery Act 2010 and any other relevant Laws relating to anti-bribery and corruption;

Business Day means a day other than a Saturday, Sunday or bank or public holiday in England;

Claim has the meaning given in clause 13.1;

Commencement Date means the date of this Agreement as written above;

Completion	has the meaning given in clause 5.2 and Complete, Completed and similar expressions shall be construed; accordingly,
Confidential Information	has the meaning given in clause 15.1;
Control	has the meaning given in the Corporation Tax Act 2010, s1124 and the expression Change of Control, Controls, Controlled and under common Control shall be construed; accordingly,
Customer Materials	means any material owned by the Customer relating to the Services (and any modifications to that material);
Deliverables	means any outputs of the Services and any other documents, products and materials provided by the Supplier to the Customer as specified in Schedule 1;
Force Majeure	has the meaning given in clause 22.1;
Intellectual Property Rights	means copyright, rights related to copyright such as moral rights and performers' rights, patents, rights in inventions, rights in Confidential Information, Know-how, trade secrets, trademarks, geographical indications, service marks, trade names, design rights, rights in get-up, database rights, databases, domain names, business names, rights in computer software, the right to sue for infringement, unfair competition and passing off, and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing;
IPR Claim	has the meaning given in clause 13.1.1;
Know-how	means inventions, discoveries, improvements, processes, formulae, techniques, specifications, technical information, methods, the results and procedures for experiments and tests, reports, component lists, manuals, instructions, designs, sketches, drawings, information relating to customers and suppliers (whether written or in any other form and whether confidential or not);
Law	means (a) any law, statute, regulation, by-law or

	subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Services are provided to or in respect of;
	(b) the common law and laws of equity as applicable to the parties from time to time;
	(c) any binding court order, judgment or decree;
	(d) any applicable industry code, policy or standard; or
	(e) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business;
MSA Offence	has the meaning given in clause 17.1.1;
Price	means the price of any of the Services determined under clause 7;
Protected Data	has the meaning given in Schedule 3;
Representatives	has the meaning given in clause 15.2.1;
Services	means the services listed in Schedule 1 together with the Deliverables (where the context so permits);
Specification	means the description of the Services set out in Schedule 1;
Supplier Materials	means any materials owned by the Supplier and used in the performance of the Services (and any modifications to that material) but not any Deliverables;
Supplier Personnel	means all employees, officers, staff, other workers, agents and consultants of the Supplier, its Affiliates and any of their subcontractors who are engaged in the performance of the Services from time to time;
Term	has the meaning given in clause 2.1; and
VAT	means value added tax, as defined by the Value Added Tax Act 1994 (or equivalent sales tax).

1.2 In this Agreement:

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

2 Commencement and term

- 2.1 This Agreement commences on the Commencement Date and shall continue until [DATE], unless terminated earlier in accordance with clause 14 (Termination) until the Services have been Completed (the **Term**).

3 Supplier obligations

- 3.1 During the Term, the Supplier agrees to supply, and the Customer agrees to purchase, the Services on the terms set out in this Agreement.
- 3.2 The Supplier shall, and shall procure that the Supplier Personnel shall, at all times and in all respects:
 - 3.2.1 perform the Services in accordance with the terms of this Agreement;
 - 3.2.2 provide the Services and the Deliverables as set out in the Specification;
 - 3.2.3 ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
 - 3.2.4 co-operate with the Customer in all matters arising under this Agreement or otherwise relating to the performance of the Services;
 - 3.2.5 use the Performance Location in an efficient manner and for the sole purpose of providing the Services;
 - 3.2.6 provide all information, documents, materials, data or other items necessary for the provision of the Services to the Customer in a timely manner;
 - 3.2.7 inform the Customer in a timely manner of any matters (including any health, safety or security requirements) which may affect the provision of the Services;

3.2.8 ensure that all tools, equipment, materials or other items used in the provision of the Services are suitable for the performance of the Services, in good condition and in good working order; and

3.2.9 obtain and maintain all necessary licences, permits and consents required to enable it to perform the Services and otherwise comply with all Laws and its obligations under this Agreement.

3.2.10 take good care of any Customer Materials provided to the Supplier;

3.2.11 comply with all reasonable standards of safety at all times;

3.2.12 not do, or omit to do, anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; and

3.2.13 notify the Customer in writing immediately upon the occurrence of a Change of Control of the Supplier.

3.3 The Supplier shall ensure that it has sufficient, suitable, experienced and appropriately qualified Supplier Personnel to perform this Agreement.

3.4 Where the Supplier is obliged to provide computer equipment in relation to the provision of the Services, the Supplier will not connect such computer equipment to the Customer's computer network without the prior express written permission of the Customer and if such permission is given by the Customer, the Supplier agrees that:

3.4.1 such computer equipment, including any storage devices and storage media used with it, are free of any virus or malware; and

3.4.2 it will comply with any applicable policies notified to the Supplier by the Customer; and

3.4.3 the Supplier will make such computer equipment available for audit by the Customer's information technology department, or equivalent person, for verification of clause 3.4.2.

4 Customer obligations

4.1 To the extent reasonably necessary for the Supplier to perform its obligations under this Agreement, the Customer shall provide or procure for the Supplier and/or the Supplier Personnel:

4.1.1 access to the Customer Materials; and

4.1.2 access to the Performance Location.

4.2 A failure by the Customer to comply with the terms of this Agreement can only relieve the Supplier from complying with its obligations under this agreement with effect from the date on which the Supplier notifies the Customer in writing and in reasonable detail of the Customer's failure and its effect or anticipated effect on the Services.

5 Performance of the services

5.1 The Supplier shall perform the Services in accordance with any commencement or end dates specified for performance in the Specification.

5.2 The Services shall be deemed to have been completed at such time as the Customer is satisfied that the Services have been performed by the Supplier in full and in accordance with the terms of this Agreement (**Completion**).

5.3 The Supplier shall not be liable for any failure to meet relevant performance dates to the extent such failure is caused by:

5.3.1 the Customer's failure to make the Customer Materials available; or

5.3.2 an event of Force Majeure (subject to the Supplier's compliance with Clause 22 (Force Majeure),

6 Warranty

6.1 The Supplier represents and warrants that:

6.1.1 it has the right, power and authority to enter into this Agreement and grant to the Customer the rights (if any) contemplated in this Agreement and to perform the Services and to provide the Deliverables;

6.1.2 it understands the Customer's business and needs;

6.1.3 the Services shall be performed in accordance with Best Industry Practice;

6.1.4 the Services and the Deliverables shall comply with all applicable Law;

6.1.5 the Services and the Deliverables shall conform to the Specification;

6.1.6 the Services and the Deliverables shall not infringe the Intellectual Property Rights of any third party;

6.1.7 the Services and the Deliverables shall be fit for any purpose held out by the Supplier.

6.2 Without limiting any other remedies to which it may be entitled, the Customer may reject any of the Services or the Deliverables that do not comply with clause 6.1 and the Supplier shall, at the Customer's option, promptly remedy, re-perform or refund the Price of any such Services or Deliverables

6.3 The provisions of this Agreement shall apply to any of the Services and related Deliverables that are remedied, re-performed or redelivered pursuant to clause 6.2.

6.4 The Supplier shall not be liable for a breach of clause 6.1 to the extent that such breach arises by reason of:

6.4.1 the Customer's wilful damage or negligence;

6.4.2 the Supplier's use of the Customer Materials; or

6.4.3 an event of Force Majeure (subject to the Supplier's compliance with clause 22 (Force Majeure), but for clauses 6.4.1 and 6.4.2, subject always to clause 4.2.

6.5 The provisions of this clause 6 are in addition to, and are not exclusive of, any other rights and remedies to which the Customer may be entitled, and the warranties and conditions implied by the Supply of Goods and Services Act 1982 are not excluded.

6.6 The Supplier agrees that any breach or non-performance by Supplier Personnel of the obligations under this Agreement will constitute a breach or non-performance by the Supplier.

7 Price

7.1 The prices payable by the Customer in respect of the Services are contained in Schedule 2 (the "**Prices**").

7.2 The Prices are exclusive of VAT.

8 Payment

8.1 The Supplier shall issue its invoice for the Services following Completion and such invoice shall quote the relevant purchase order number supplied by the Customer. The Supplier shall also provide the Customer with any additional information that the Customer reasonably requires to validate an invoice.

8.2 The Customer shall pay all valid undisputed invoices:

8.2.1 in full in cleared funds within 30 days of receipt of each invoice; and

8.2.2 to the bank account nominated by the Supplier.

8.3 The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.

8.4 Time of payment by the Customer is not of the essence. Where sums due under this Agreement are not paid in full by the due date:

8.4.1 the Supplier may, without limiting its other rights, charge interest on such sums at 2 percentage points a year above the base rate of the Bank of England from time to time in force; and

8.4.2 interest shall accrue on a daily basis and 50,000apply from the due date for payment until actual payment in full, whether before or after judgment.

8.5 If the Customer receives an invoice which it reasonably believes includes a sum which is not valid and properly due:

8.5.1 the Customer shall notify the Supplier in writing as soon as reasonably practicable;

8.5.2 the Customer's failure to pay the disputed Prices shall not be deemed to be a breach of this Agreement;

8.5.3 the Customer shall pay the balance of the invoice which is not in dispute in accordance with the provisions of clause 8.2;

8.5.4 to the extent that the Supplier is obliged to refund an amount to the Customer, interest shall be added to that amount in accordance with Clause 8.4.

9 Limitation of liability

9.1 The extent of the parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 9.

9.2 Subject to clauses 9.5 and 9.6 the total liability of both parties, howsoever arising under or in connection with this Agreement, shall not exceed the sum of [INSERT SUM]

9.3 Subject to clauses 9.5 and 9.6, neither party shall be liable for consequential, indirect or special losses.

9.4 Subject to clauses 9.5 and 9.6, neither party shall be liable for any of the following (whether direct or indirect):

9.4.1 loss of profit

9.4.2 loss of or corruption to data;

9.4.3 loss of use;

9.4.4 loss of production;

9.4.5 loss of contract;

9.4.6 loss of opportunity;

9.4.7 loss of savings, discount or rebate (whether actual or anticipated);

9.4.8 harm to reputation or loss of goodwill.

9.5 The limitations and exclusions of liability set out in clauses 9.2 to 9.4 shall not apply in respect of any indemnities given by either party under this Agreement.

9.6 Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following:

9.6.1 death or personal injury caused by negligence;

9.6.2 fraud or fraudulent misrepresentation; and/or

9.6.3 any other losses which cannot be excluded or limited by Laws;

10 Insurance

10.1 The Supplier shall at its own cost have in place contracts of insurance with reputable and solvent insurers to cover its obligations under this Agreement. Upon request, The Supplier shall supply (insofar as is reasonable) evidence of the maintenance of the insurance and all of its terms applicable from time to time.

11 Intellectual property rights

11.1 **Customer Material:** The Customer will exclusively own all Intellectual Property Rights in and to any Customer Materials. The Customer grants to the Supplier for the duration of this Agreement a revocable and non-exclusive licence to use (but not modify) the Customer Materials to the extent required in order for the Supplier to provide the Services.

11.2 **Supplier Material:** The Supplier will exclusively own all Intellectual Property Rights in and to any Supplier Materials. The Supplier grants to the Customer a perpetual and irrevocable, fully paid up, non-exclusive, worldwide, royalty free, sub-licensable licence to use the Supplier Materials in order for the Customer to enjoy the benefit of the Services.

11.3 **Deliverables:** The Supplier assigns to the Customer, with full title guarantee and free from all third-party rights, all Intellectual Property Rights in the Deliverables and shall:

11.3.1 obtain waivers of all moral rights in the Deliverables to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction; and

11.3.2 promptly at the Customer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Customer may from time to time require for the purpose of securing for the Customer all right, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with this clause 11.3.

11.4 The Supplier warrants that the receipt, use and onward supply of the Services and the Deliverables by the Customer shall not infringe the rights, including any Intellectual Property Rights, of any third party.

12 Data protection

12.1 Each party shall comply with its respective obligations, and may exercise its respective rights and remedies, under Schedule 3.

13 Indemnity

13.1 The Supplier shall indemnify the Customer for any losses, damages, liability, costs and expenses (including but not limited to 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 professional fees) suffered or incurred or paid by the Customer arising out of or in connection with any action, demand or claim:

13.1.1 that the provision of, receipt of or use of the Services or the Deliverables infringes the Intellectual Property Rights of any third party (an **IPR Claim**);

13.1.2 that the Customer is in breach of any applicable Law as a result of any act or omission of the Supplier;

13.1.3 made against the Customer by a third party arising from any defect in the performance of the Services or the provision of the Deliverables caused by the Supplier's breach of this Agreement, each being a **Claim**.

13.2 In the event that the Customer receives notice of any Claim, it shall:

- 13.2.1 notify the Supplier in writing as soon as reasonably practicable;
- 13.2.2 not make any admission of liability or agree any settlement or compromise of the Claim without the prior written consent of the Supplier (such consent not to be unreasonably withheld or delayed);
- 13.2.3 let the Supplier at its request and own expense have the conduct of or settle all negotiations and litigation arising from the Claim at its sole discretion provided that:
- (a) the Supplier shall obtain the Customer's prior approval of any settlement terms, such approval not to be unreasonably withheld; and
 - (b) if the Supplier fails to conduct the Claim in a timely or proper manner the Customer may conduct the Claim at the expense of the Supplier;
- 13.2.4 take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the Claim; and
- 13.2.5 provide the Supplier with all reasonable assistance in relation to the Claim (at the Supplier's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the Customer.

13.3 Without prejudice to clause 13.1, if any IPR Claim is made or is reasonably likely to be made, the Supplier may at its option:

- 13.3.1 procure for the Customer the right to continue using and possessing the relevant Deliverables; or
- 13.3.2 modify or replace the infringing part of the Deliverables so as to avoid the infringement or alleged infringement, provided the Deliverables remain in conformance to the Specification.

14 Termination

14.1 This Agreement may be terminated by the Customer giving not less than 1 months' notice in writing to the Supplier.

14.2 Either party may terminate this Agreement at any time with immediate effect by giving notice in writing to the other party if:

- 14.2.1 the other party commits a material breach of this Agreement and such breach is not remediable;
- 14.2.2 the other party commits a material breach of this Agreement which (if such breach is remediable) is not remedied within 30 days of receiving written notice of such breach;
- 14.2.3 any consent, licence or authorisation held by the other party is revoked or modified such that the other party is no longer able to comply with its obligations under this Agreement or receive any benefit to which it is entitled.

14.3 Either party may terminate this Agreement at any time by giving notice in writing to the other party if that other party:

- 14.3.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

- 14.3.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;
- 14.3.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
- 14.3.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income, or a person becomes entitled to have such an appointment made;
- 14.3.5 has a resolution passed for its winding up;
- 14.3.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
- 14.3.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;
- 14.3.8 has a freezing order made against it;
- 14.3.9 is subject to any events or circumstances analogous to those in clauses 14.3.1 to 14.3.8 in any jurisdiction;
- 14.4 The right of a party to terminate this Agreement pursuant to clause 14.3 shall not apply to the extent that the relevant procedure is entered into for the purpose of solvent amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to this Agreement.
- 14.5 The Customer may terminate this Agreement at any time with immediate effect by giving notice in writing to the Supplier if the Supplier:
- 14.5.1 undergoes a Change of Control; or
- 14.5.2 commits a breach of clause 30 (Compliance with Law).
- 14.6 On termination of this Agreement for any reason:
- 14.6.1 the Supplier shall promptly invoice the Customer for all of the undisputed Services performed but not yet invoiced and/or refund any sums paid in advance for any Services not performed;
- 14.6.2 the parties agree that all Deliverables shall belong to the Customer and, accordingly, the Supplier shall immediately deliver to the Customer all Deliverables whether or not complete;
- 14.6.3 without prejudice to any additional obligations under Schedule 3 and subject always to clause 14.6.2, the parties shall within 5 Business Days return any materials of the other party then in its possession or control;
- 14.6.4 the accrued rights and liabilities of the parties (including any rights in relation to breaches of contract) shall not be affected; and
- 14.6.5 all other rights granted to the Supplier under this Agreement shall immediately cease.

15 Confidential information

- 15.1 Each party undertakes that it shall keep any information that is confidential in nature concerning the other party and its Affiliates including, any details of its business, affairs, customers, clients, suppliers, plans or strategy (**Confidential Information**) confidential and that it shall not use or disclose the other party's Confidential Information to any person, except as permitted by clause 15.2.
- 15.2 A party may:
- 15.2.1 subject to clause 15.5, disclose any Confidential Information to any of its employees, officers, agents, subcontractors, representatives or advisers (**Representatives**) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement, provided that such party must ensure that each of its Representatives to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause 15 as if it were a party;
 - 15.2.2 disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction to be disclosed; and
 - 15.2.3 subject to clause 15.5, use Confidential Information only to perform any obligations under this Agreement.
- 15.3 Each party recognises that any breach or threatened breach of this clause 15 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the parties agree that the non-defaulting party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
- 15.4 This clause 15 shall bind the parties during the Term and for a period of three years following termination of this Agreement.
- 15.5 To the extent any Confidential Information is Protected Data, such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with the provisions of Schedule 3.

16 Anti-bribery

- 16.1 For the purposes of this clause 16 the expressions '**Adequate Procedures**' and '**Associated With**' shall be construed in accordance with the Bribery Act 2010 and guidance published under it.
- 16.2 The Supplier shall ensure that it and each person referred to in clauses 16.2.1 to 16.2.3 (inclusive) does not, by any act or omission, place the Customer in breach of any Bribery Laws. The Supplier shall comply with all applicable Bribery Laws in connection with the performance of the Services and the performance of its obligations under this Agreement, ensure that it has in place Adequate Procedures to prevent any breach of this clause 16 and ensure that:
- 16.2.1 all of the Supplier Personnel and all direct and indirect subcontractors of the Supplier;
 - 16.2.2 all others Associated With the Supplier; and
 - 16.2.3 each person employed by or acting for or on behalf of any of those persons referred to in clauses 16.2.1 and/or 16.2.2,

involved in the performance of the Services and the performance of its obligations under this Agreement so comply.

16.3 Without limitation to clause 16.2, the Supplier shall not make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage, or allow any such bribe or improper payment or advantage to be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain Adequate Procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.

16.4 The Supplier shall immediately notify the Customer as soon as it becomes aware of a breach of any of the requirements in this clause 16.

16.5 The Supplier agrees to promptly provide any information as the Customer may reasonably require by notice in writing in order to monitor the Supplier's compliance with its obligations under this clause 16.

17 Modern slavery

17.1 The Supplier undertakes, warrants and represents that:

17.1.1 neither the Supplier nor any of its officers, employees, agents, subcontractors or any other person who performs services or supplies goods within the Supplier's supply chain in relation to this Agreement has:

- (a) committed an offence under the Modern Slavery Act 2015 (an **MSA Offence**); or
- (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- (c) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

17.1.2 it shall comply, and shall procure that its officers, employees, agents, subcontractors and any other person who performs services or supplies goods within the Supplier's supply chain in relation to this Agreement complies, with the Modern Slavery Act 2015

17.1.3 it shall notify the Customer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents, subcontractors or any other person who performs services or supplies goods within the Supplier's supply chain in relation to this Agreement have breached or potentially breached any of the Supplier's obligations under clause 17. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.

17.1.4 It will provide the Customer with any reasonable assistance to enable it to perform any activity required by any regulatory body for the purpose of complying with the Modern Slavery Act 2015 (or other applicable Laws relating to human trafficking).

18 Anti-tax evasion facilitation

18.1 For the purposes of this clause 18:

- 18.1.1 the expressions '**Associated With**', '**Prevention Procedures**', '**UK Tax Evasion Offence**' and '**Foreign Tax Evasion Offence**' shall be construed in accordance with Part 3 of the Criminal Finances Act 2017 (**CFA 2017**) and guidance published under it;
- 18.1.2 **Corporate Failure to Prevent Offence** means an offence under section 45 and/or section 46 of CFA 2017 and any similar or equivalent Law in any other relevant jurisdiction;
- 18.1.3 **Supplier Associated Persons** means all or any of the following:
- (a) persons Associated With the Supplier (**Supplier's Associates**); and (b) persons Associated With any of the Supplier's Associates;
- in each case, involved in performing services for or on behalf of the Supplier in connection with the Services and this Agreement.
- 18.2 The Supplier shall ensure that it and the Supplier Associated Persons shall not by any act or omission commit, or cause, facilitate or contribute to the commission by any person including the Customer, of a:
- 18.2.1 Corporate failure to Prevent Offence;
- 18.2.2 UK Tax Evasion Offence; or
- 18.2.3 Foreign Tax Evasion Offence in connection with the performance of the Services and this Agreement.
- 18.3 The Supplier shall not, and shall ensure that the Supplier Associated Persons shall not, solicit or engage with or take steps to solicit or engage with any person Associated With the Customer to facilitate the commission of a UK Tax Evasion Offence or a Foreign Tax Evasion Offence in connection with the performance of the Services and this Agreement.
- 18.4 Without prejudice to clause 18.2, the Supplier shall ensure that:
- 18.4.1 it and all relevant Supplier Associated Persons have in place such Prevention Procedures as it is reasonable in all the circumstances to expect the Supplier and such persons to have in place to prevent any breach of this clause.
- 18.5 The Supplier shall:
- 18.5.1 ensure that all of the Supplier Associated Persons involved in providing the Services or with this Agreement have been vetted and that due diligence has been undertaken; 18.5.2 maintain accurate and up to date records of:
- (a) any requests to facilitate any UK Tax Evasion Offence or any Foreign Tax Evasion Offence made to the Supplier or any Supplier Associated Person in connection with the Services or with this Agreement either in the United Kingdom or elsewhere;
 - (b) any action taken by the Supplier to inform the relevant enforcement bodies or regulatory authorities that the Supplier or any Supplier Associated Person has

been requested to facilitate a UK Tax Evasion Offence or a Foreign Tax Evasion Offence (except to the extent that the Supplier is prevented by Law from doing so);

- (c) its compliance with its obligations under this clause and all training and guidance provided to the Supplier Associated Persons in respect of the obligations under this clause and applicable Law for the prevention of tax evasion;
- (d) the Supplier's monitoring of compliance by Supplier Associated Persons with the applicable policies and procedures as required by clause 18.4; and
- (e) the measures that the Supplier has taken in response to any incidence of suspected or actual tax evasion or facilitation of tax evasion or breach of this clause.

18.5.3 maintain and provide to the Customer such access to the records or information referred to in clause 18.5.2.

18.6 The Supplier warrants and represents that it has not, and to the best of its knowledge, information and belief, no Supplier Associated Persons have:

18.6.1 been investigated in connection with, or charged with having committed or facilitated the commission of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence;

18.6.2 received any court orders, warrants or oral or written notices from a government prosecuting authority concerning any actual or alleged violation by it of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence; or

18.6.3 received any report (including a report from the Supplier's external auditors, any Supplier Associated Persons or any other person) or discovered any evidence suggesting that the Supplier or any Supplier Associated Person has committed or facilitated the commission of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence.

18.7 The Supplier shall immediately notify the Customer as soon as it becomes aware of any allegation, investigation, evidence or report relating to a breach of any of the requirements in this clause 18.

19 Entire agreement

19.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings, and arrangements between them, whether in writing or oral in respect of its subject matter.

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

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

20 Notices

20.1 Any notice or other communication required to be given under this agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by

commercial courier, to each party required to receive the notice or communication at its address as set out below:

20.1.1 Customer: **[Contact name, address]**. Email: **[insert email]** 20.1.2 Supplier:

[Contact name, address]. Email: **[insert email]** or as otherwise specified by the

relevant party by notice in writing to each other party.

20.2 Any notice or other communication shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause; or
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- (d) by email to addresses as notified in 20.1 on receipt of a delivery OR read receipt email, provided always that:
 - (i) no out of office, message failure or bounce back notice has been received by the sender and that, in the event that either email address generates an "out of office" autoreply or similar requesting that emails are redirected to an alternative email address, that the notice was sent to such alternative address.
 - (ii) electronic communications sent and received after 4pm are deemed to have been received the next Business Day.

20.3 notice given by a party under this Agreement shall be:

20.3.1 in writing and in English; and

20.3.2 signed by, or on behalf of, the party giving it (except for notices sent by email).

21 Announcements

21.1 No announcement or other public disclosure concerning this Agreement or any of the matters contained in it shall be made by, or on behalf of, a party without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

21.2 If a party is required to make an announcement or other public disclosure concerning this Agreement or any of the matters contained in it by law, any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction, it may do so. Such a party shall:

21.2.1 notify the other party as soon as is reasonably practicable upon becoming aware of such requirement to the extent it is permitted to do so by law, by the court or by the authority requiring the relevant announcement or public disclosure;

21.2.2 make the relevant announcement or public disclosure after consultation with the other party so far as is reasonably practicable; and

21.2.3 make the relevant announcement or public disclosure after taking into account all reasonable requirements of the other party as to its form and content and the manner of its release, so far as is reasonably practicable.

22 Force majeure

22.1 In this Agreement, **Force Majeure** means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement.

22.2 A party shall not be in breach of this Agreement or otherwise liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure (the "**Affected Party**"), provided that it:

22.2.1 promptly notifies the other of the Force Majeure event and its expected duration; and

22.2.2 uses reasonable endeavours to minimise the effects of that event.

22.3 Where the Affected Party has complied with clause 22.2, the time for performance of the affected obligations shall be extended accordingly.

22.4 If, due to Force Majeure, an Affected Party:

22.4.1 is or is likely to be unable to perform a material obligation; or

22.4.2 is or is likely to be delayed in or prevented from performing its obligations for a continuous period of more than 60 business days,

the other party (who is not the Affected Party) may terminate this Agreement on not less than two weeks' written notice.

23 Further assurance

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

24 Variation

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

25 Assignment and subcontracting

25.1 The Customer may at any time assign, subcontract, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights under this Agreement, provided that it gives prior written notice to the Supplier.

25.2 The Supplier shall not assign, subcontract, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights under this Agreement, in whole or in part, without the Customer's prior written consent.

26 No partnership or agency

The parties are independent and are not partners or principal and agent and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

27 Severance

27.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

27.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

28 Waiver

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

28.2 No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

28.3 A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

29 Compliance with law

Each party shall comply and shall (at its own expense unless expressly agreed otherwise) ensure that in the performance of its duties under this Agreement, its Representatives will comply with all applicable Law, provided that neither party shall be liable for any breach of this clause 29 to the extent that such breach is directly caused or contributed to by any breach of this Agreement by the other party (or its Representatives).

30 Conflicts within agreement

30.1 In the event of any conflict or inconsistency between different parts of this Agreement, the following descending order of priority applies:

30.1.1 the terms and conditions in the main body of this Agreement and Schedule 3;

30.1.2 the other Schedules

30.2 Subject to the above order of priority between documents, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.

31 Disputes

If any differences or disputes arise between the Supplier and the Customer in connection with the Agreement, they shall use reasonable endeavours to resolve them by discussions, escalating the issues through their respective management structures up to their chief executive officers if necessary. This does not prejudice the right of each party to take interim protective court measures to protect its interests.

32 Costs and expenses

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

33 Third party rights

33.1 Except as expressly provided for in clause 33.2, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

33.2 The Affiliates of the Customer shall have the right to enforce the provisions of this Agreement.

33.3 This Agreement is entered into by the Customer for its own benefit and the benefit of each of its Affiliates, and the benefits, rights and remedies of the Customer shall unless otherwise stated be deemed to confer such benefits, rights or remedies on the Customer and each Affiliate.

33.4 The Customer may elect that all losses, liabilities, costs, expenses and damages incurred by or on behalf of any Affiliates (**Affiliate Losses**) shall be treated as losses of the Customer and the Customer is entitled to recover all Affiliate Losses arising out of or in connection with this Agreement as if the same were incurred by the Customer.

34 Governing law

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

35 Jurisdiction

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

Signed by	
for and on behalf of [CUSTOMER]	

and

Signed by	
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for and on behalf of	Director
ARVATO LIMITED	
Signed by	
for and on behalf of	Director

ARVATO LIMITED	
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SCHEDULE 1 : SERVICES

Services and Deliverables

[INSERT DESCRIPTION OF SERVICES]

SCHEDULE 2 : PRICES

The costs outlined below are based on the estimated delivery timings shown within the table. Durations are measured in working days (Monday – Friday, excluding Bank Holidays). All costs are excluding VAT.

SCHEDULE 3 DATA PROTECTION

Part A Operative provisions

1. Definitions

Controller	has the meaning given in applicable Data Protection Laws from time to time;
Data Protection Laws	means any applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either party or the Services, including: (a) to the extent the UK GDPR applies, the Data Protection Act 2018 and other laws of the United Kingdom (or of a part of the United Kingdom) which relates to the protection of personal data; to the extent the EU GDPR applies, the law of the European Union (or any member state of the European Union) to which the Supplier is subject, which relates to the protection of personal data; (b) any laws which implement any such laws; and (c) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.
Data Protection Supervisory Authority	means any regulator, authority or body responsible for administering Data Protection Laws;
Data Subject	has the meaning given in applicable Data Protection Laws from time to time;
EU GDPR	means the General Data Protection Regulation, Regulation (EU) 2016/679 as it has effect in EU law;
International Organisation	has the meaning given in applicable Data Protection Laws from time to time;
Personal Data	has the meaning given in applicable Data Protection Laws from time to time;
Personal Data Breach	has the meaning given in applicable Data

Protection Laws from time to time;

processing

has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including **process**, **processed**, and **processes** shall be construed accordingly);

Processor

has the meaning given in applicable Data Protection Laws from time to time;

Protected Data means Personal Data received from or on behalf of the Customer, or otherwise obtained in connection with the performance of the Supplier's obligations under this Agreement;

Sub-Processor means any agent, subcontractor or other third party engaged by the Supplier (or by any other Sub-Processor) for carrying out any processing activities in respect of the Protected Data; and

UK GDPR

has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 Unless otherwise expressly stated in this Agreement the Supplier's obligations and the Customer's rights and remedies under this Schedule are cumulative with, and additional to, any other provisions of this Agreement.

2. Compliance with data protection laws

The parties agree that the Customer is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to this Agreement. The Supplier shall and shall ensure its Sub-Processors and each of the Supplier Personnel shall, at all times comply with all Data Protection Laws in connection with the processing of Protected Data and the provision of the Services and shall not by any act or omission cause the Customer (or any other person) to be in breach of any of the Data Protection Laws. Nothing in this Agreement relieves the Supplier of any responsibilities or liabilities under Data Protection Laws.

3. Instructions

The Supplier shall only process (and shall ensure that the Supplier Personnel only process) the Protected Data in accordance with this Schedule, this Agreement and the Customer's written instructions from time to time (including when making any transfer to which paragraph 9 relates) except where otherwise required by applicable Law (and in such a case shall inform the Customer of that legal requirement before processing, unless applicable Law prevents it doing so on important grounds of public interest). The Supplier shall immediately inform the Customer if any instruction relating to the Protected Data infringes or may infringe any Data Protection Law.

4. Security

The Supplier shall at all times implement and maintain appropriate technical and organisational measures to protect Protected Data against unauthorised or unlawful processing, accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

5. Sub-processing and personnel

- 5.1. The Supplier shall not permit any processing of Protected Data by any agent, subcontractor or other third party (except its own employees that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the prior specific written authorisation of that Sub-Processor by the Customer and only then subject to such conditions as the Customer may require.
- 5.2. The Supplier shall ensure that access to Protected Data is limited to the authorised persons who need access to it to supply the Services.
- 5.3. The Supplier shall prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a binding written contract containing the same obligations as under this Schedule in respect of Protected Data that (without prejudice to, or limitation of, the above):
 - 5.3.1. includes providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing of the Protected Data will meet the requirements of all Data Protection Laws; and
 - 5.3.2. is enforceable by the Supplier, and ensure each such Sub-Processor complies with all such obligations.
- 5.4. The Supplier shall remain fully liable to the Customer under this Agreement for all the acts and omissions of each Sub-Processor and each of the Supplier Personnel as if they were its own.
- 5.5. The Supplier shall ensure that all persons authorised by the Supplier or any Sub-Processor to process Protected Data are reliable and:
 - 6.5.1 adequately trained on compliance with this Schedule as applicable to the processing;
 - 6.5.2 informed of the confidential nature of the Protected Data and that they must not disclose Protected Data;
 - 6.5.3 subject to a binding and enforceable written contractual obligation to keep the Protected Data confidential; and
 - 6.5.4 provide relevant details and a copy of each agreement with a Sub-Processor to the Customer on request.

6. Assistance

- 6.1. The Supplier shall (at its own cost and expense) promptly provide such information and assistance (including by taking all appropriate technical and organisational measures) as the Customer may require in relation to the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under applicable Data Protection Laws).

6.2. The Supplier shall (at its own cost and expense) provide such information, co-operation and other assistance to the Customer as the Customer reasonably requires (taking into account the nature of processing and the information available to the Supplier) to ensure compliance with the Customer's obligations under Data Protection Laws, including with respect to:

6.2.1. security of processing;

6.2.2. data protection impact assessments (as such term is defined in Data Protection Laws);

6.2.3. prior consultation with a Data Protection Supervisory Authority regarding high-risk processing; and

6.2.4. any remedial action and/or notifications to be taken in response to any Personal Data Breach and/or any complaint or request relating to either party's obligations under Data Protection Laws relevant to this Agreement, including (subject in each case to the Customer's prior written authorisation) regarding any notification of the Personal Data Breach to Data Protection Supervisory Authorities and/or communication to any affected Data Subjects.

8. Data subject requests

The Supplier shall (at no cost to the Customer) record and refer all requests and communications received from Data Subjects or any Data Protection Supervisory Authority to the Customer which relate (or which may relate) to any Protected Data promptly (and in any event within three days of receipt) and shall not respond to any without the Customer's express written approval and strictly in accordance with the Customer's instructions unless and to the extent required by law.

9. International transfers

The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom or to any International Organisation without the prior written authorisation of the Customer (which may be refused or granted subject to such conditions as the Customer deems necessary).

10. Records

The Supplier shall maintain complete, accurate and up to date written records of all categories of processing activities carried out on behalf of the Customer. Such records shall include all information necessary to demonstrate its and the Customer's compliance with this Schedule, the information referred to in Articles 30(1) and 30(2) of the UK GDPR and such other information as the Customer may reasonably require from time to time. The Supplier shall make copies of such records available to the Customer promptly (and in any event within 5 days on request from time to time).

11. Audit

The Supplier shall (and shall ensure all Sub-Processors shall) promptly make available to the Customer (at the Supplier's cost) such information as is reasonably required to demonstrate the Supplier's and the Customer's compliance with their respective obligations under this Schedule and the Data Protection Laws, and allow for, permit and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose at the Customer's request from time to time. The Supplier shall provide (or procure) access to all relevant premises, systems, personnel and records during normal business hours for the

purposes of each such audit or inspection upon reasonable prior notice (not being more than two Business Days) and provide and procure all further reasonable cooperation, access and assistance in relation to any such audit or inspection.

12. Breach

12.1 The Supplier shall promptly (and in any event within 24 hours) notify the Customer if it (or any of its Sub-Processors or the Supplier Personnel) suspects or becomes aware of any suspected, actual or threatened occurrence of any Personal Data Breach in respect of any Protected Data.

12.2 The Supplier shall promptly (and in any event within 24 hours) provide all information as the Customer requires to report the circumstances referred to in paragraph 12.1 (above) to a Data Protection Supervisory Authority and to notify affected Data Subjects under Data Protection Laws.

13 Deletion/return

The Supplier shall (and shall ensure that each of the Sub-Processors and Supplier Personnel shall), at the Customer's written request, either securely delete or securely return all the Protected Data to the Customer in such form as the Customer reasonably requests after the earlier of:

13.1 the end of the provision of the relevant Services related to processing of such Protected Data; or

13.2 once processing by the Supplier of any Protected Data is no longer required for the purpose of the Supplier's performance of its relevant obligations under this Agreement, and securely delete existing copies (except to the extent that storage of any such data is required by applicable law and, if so, the Supplier shall inform the Customer of any such requirement).

14 Survival

This Schedule shall survive termination or expiry of this Agreement for any reason. **15**

Cost

The Supplier shall perform all its obligations under this Schedule at no cost to the Customer.

16 Rights of data subjects

Nothing in this Agreement affects the rights of Data Subjects under Data Protection Laws (including those in Articles 79 and 82 of the EU GDPR or in any similar Data Protection Laws) against the Customer, the Supplier or any Sub-Processor.