

Master Services Agreement

Dated: 21/02/2025

Between:

- (1) **Nimble Delivery Limited** (company number 10571363) whose registered office is at Fountain Precinct 8th Floor, Balm Green, Sheffield, South Yorkshire, S1 2JA (the **"Supplier"**)
- (2) **[insert Client name]** (company number **[insert company number]**) whose registered office is at **[insert company address]** (the **"Client"**)

(collectively referred to as the **"Parties"** and each individually as a **"Party"**).

WHEREAS:

- (A) The Supplier is willing to provide and/or deliver to the Client various Services and/or Deliverables.
- (B) The Client wishes to purchase such Services and/or Deliverables from time to time.
- (C) The Supplier and Client wish to establish an overall contractual framework for the provision and delivery of Services and/or Deliverables to the Client. Accordingly, it has been agreed that during the Term the provision of any Services and the supply of any Deliverables by the Supplier for the benefit of the Client shall be governed by this Master Services Agreement.

IT IS AGREED:

1. INTERPRETATION

The following rules of interpretation apply in this Master Services Agreement ("Agreement") and each SOW:

- (a) All defined terms used in this Agreement and any SOW formed under it shall have the meaning given to them in Schedule 1.
- (b) Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement or any SOW.

- (c) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (d) The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- (e) A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- (f) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- (g) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- (h) A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- (i) A reference to writing or written excludes fax but includes email.
- (j) References to clauses and schedules are to the clauses and schedules of this Agreement or SOW (as applicable); references to paragraphs are to paragraphs of the relevant schedule.
- (k) 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 those terms.

2. STRUCTURE

- 2.1 This Agreement is structured so that individual SOWs for the provision of specific Services and/or Deliverables may be entered into by the Parties. SOWs are governed by and subject to this Agreement.
- 2.2 The terms of this Agreement shall, subject to any agreed changes set out in each relevant SOW, be incorporated into and shall form part of each SOW.
- 2.3 Unless otherwise expressly agreed by the Parties each SOW shall constitute a separate contract under this Agreement and, unless it is defined for the first time in a SOW any defined term used in each SOW shall have the same meaning as set out in this Agreement.
- 2.4 Each SOW shall specify at a minimum (in so far as relevant), the obligations of each Party, the time period over which the Services will be provided and the Charges.

- 2.5 A SOW shall not enter into force, be legally binding or have any other effect on either Party:
- 2.5.1 until that SOW has been signed by the authorised representatives of both Parties; and
- 2.5.2 unless as at the date the SOW is signed, this Agreement has not terminated.
- 2.6 In the event of any inconsistency or conflict between this Agreement and any SOW, the SOW shall take precedence.
- 2.7 Any amendment to this Agreement agreed by the Client and the Supplier in accordance with clause 6 shall be deemed to apply to all future SOWs entered into after the date of such amendment and where agreed between the Parties in writing, to all existing SOWs also.

3. SUPPLIER STATUS AND TUPE

- 3.1 This Agreement does not commit the Client to purchase Services and/or Deliverables and, likewise, does not commit the Supplier to provide any Services or deliver any Deliverables. The Client only becomes committed to purchasing, and the Supplier only becomes committed to providing any Services or delivering any Deliverables upon signature by both Parties of a SOW in respect of such Services and/or Deliverables.

4. SUPPLIER OBLIGATIONS

- 4.1 The Supplier will: (a) provide the Services with reasonable care and skill and (b) use its reasonable endeavours to deliver the Services, and the relevant Deliverables, in accordance with each SOW. The Supplier will also use its reasonable endeavours to meet any performance dates or project milestones specified in each SOW (but unless specified in a SOW, any such dates or milestones will be estimates only and time for performance by the Supplier will not be of the essence of this Agreement or any SOW).
- 4.2 The Supplier will appoint a Supplier Account Manager in respect of each SOW. The Supplier will use reasonable endeavours to ensure that the same person acts as the Supplier Account Manager throughout the period of the relevant SOW, but may replace him where reasonably necessary.
- 4.3 The Supplier will use its reasonable endeavours to observe (and to procure that its subcontractors, consultants and employees observe) all reasonable health and

safety rules, data protection and security requirements that apply at any of the Client's premises and have been notified to the Supplier in writing.

- 4.4 Unless otherwise agreed in a SOW, the Supplier does not take responsibility for and shall incur no liability in relation to: any system downtime, the failure of Client's backups, the failure of Client's media, hardware, or infrastructure and/or any delays caused by or for the convenience of the Client.

5. CLIENT OBLIGATIONS

5.1 The Client will:

- 5.1.1 cooperate with the Supplier in all matters relating to the Services and appoint a Client Contact in respect of each SOW, who shall have the authority to contractually bind the Client on matters relating to the relevant SOW;
- 5.1.2 use reasonable endeavours to ensure that the same person acts as the Client Contact throughout the period of the relevant SOW, but may replace him where reasonably necessary;
- 5.1.3 provide to the Supplier, and each of its subcontractors, consultants and employees, in a timely manner and at no charge, access to such Client internet, systems, premises, office accommodation, data and other facilities as reasonably required by the Supplier in connection with providing the Services (and notify the Supplier of any relevant rules and requirements pursuant to clause 4.3);
- 5.1.4 provide, in a timely manner, such materials and other information as the Supplier reasonably requires to provide the Services and ensure that it is accurate in all material respects;
- 5.1.5 obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the provision of the Services, and the use of the Client systems and materials, in each case, before the date on which the relevant SOW is to start or by such other date as may be agreed between the Parties in writing; and
- 5.1.6 promptly approve invoices, and make relevant payments, in respect of each SOW.

- 5.2 If the Supplier's performance of its obligations under this Agreement or any SOW is prevented or delayed by any failure of the Client to comply with clause 5.1, or any other act or omission of the Client (or any of its subcontractors, consultants or

employees), the Supplier will not be liable for any costs or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay. If the Supplier is prevented from performing the Services under a SOW by any act or omission of the Client, any member of its group of companies, or their agents, sub-contractors or employees, the Client shall be liable to pay to the Supplier the proportion of the Charges that relate to the Services which would have been provided by the Supplier.

- 5.3 The Client will not, without the prior written consent of the Supplier, at any time in the period from the date of this Agreement to the expiry of twelve (12) months after the last supply of Services by the Supplier, solicit or entice away from the Supplier, or employ or engage any person who is, or has been, engaged as an employee, consultant or subcontractor of the Supplier in the provision of the Services (or attempt to do so). Any consent given (at its sole discretion) by the Supplier in accordance with this clause 5.3 will be subject to the Client paying to the Supplier a sum equivalent to sixty per cent (60%) of the then current annual remuneration of the relevant Supplier employee, consultant or contractor or, if higher, sixty per cent (60%) of the annual remuneration to be paid by the Client to that employee, consultant or subcontractor, and any breach by the Client of this clause 5.3 will automatically entitle the Supplier to recover an equivalent sum (along with all costs it incurs in recovering such sum) from the Client.

6. CHANGES

- 6.1 The Client Contact and the Supplier Account Manager will meet or speak on a regular basis (as agreed between them), during the course of each SOW, to discuss matters relating to the relevant SOW. If either party wishes to change the scope or delivery of any SOW or the Services as a whole, it will submit details of the requested change to the other party in writing.
- 6.2 If either party requests a change to the scope or delivery of any SOW, or the Services as a whole, the Supplier will, within a reasonable period of time following such request, provide a written estimate to the Client of: (a) the likely time required to implement the change (b) any necessary variations to the Supplier's Charges arising from the change (c) the likely effect of the change on the relevant SOW(s) and (d) any other impact of the change on this Agreement or the provision of the Services as a whole.
- 6.3 If the Client wishes the Supplier to proceed with the requested change, the Supplier will have no obligation to do so unless and until: (a) the parties have agreed the

necessary variations to its Charges, the relevant SOW(s), the Services and any other relevant terms of this Agreement to take account of the proposed change and (b) this Agreement and (if applicable) the relevant SOW(s) have been varied in writing pursuant to clause 15.2. Agreed changes to the relevant SOW(s) shall be documented by way of a written change order as set out in Schedule 3 signed by the Supplier and the Client, and the Supplier and the Client shall promptly procure all amendments to any other applicable documentation. The Supplier may charge for the time it spends assessing any request for change received from the Client, on a time and materials basis, under clause 7.

- 6.4 Notwithstanding this clause 6, the Supplier may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. If the Supplier requests a change to the scope of the Services for any other reason, the Client shall not unreasonably withhold or delay consent to it.
- 6.5 Unless otherwise agreed between the Parties in writing, any failure of the Parties to agree a change will not affect the performance of Services or delivery of Deliverables under this Agreement.

7. CHARGES

- 7.1 In consideration of the provision of the Services by the Supplier, the Client will pay the Charges as set out in the relevant SOW.
- 7.2 Where Services are provided by the Supplier on a time and materials basis:
 - 7.2.1 the Charges payable for the Services will be calculated in accordance with the Supplier's standard daily fee/charge rates (as notified to the Client and as amended from time to time by the Supplier giving not less than three (3) months' written notice to the Client);
 - 7.2.2 the Supplier's standard daily fee/charge rates for each person are calculated on the basis of a seven and a half-hour Working Day, between 9:00am and 5:00pm on weekdays (excluding public holidays). Hours worked on a particular day may be aggregated with those worked on other days;
 - 7.2.3 the Supplier will be entitled to charge an overtime rate which will be a percentage of the normal daily fee/charge rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on any SOW

outside the standard hours referred to in clause 7.2.2. This will be agreed in writing with a change to any SOW signed by both parties, where applicable;

7.2.4 all Charges quoted to the Client are exclusive of VAT, which will be added at the appropriate rate;

7.2.5 the Supplier will ensure that every individual it engages to provide the Services completes time sheets recording time spent on the relevant SOW, and the Supplier will use such time sheets to calculate the Charges covered by each monthly invoice referred to in clause 7.2.6; and

7.2.6 the Supplier will invoice the Client monthly in arrears for its Charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this clause 7.2 and clause 7.3. Each invoice will set out the time spent by each individual engaged on the relevant SOW and provide a detailed breakdown of any expenses and materials which are being charged to the Client.

7.3 Unless otherwise agreed between the Parties in writing, any daily rate quoted in any SOW excludes (a) the cost of hotels, subsistence, travel and other ancillary expenses reasonably incurred by the individuals whom the Supplier engages to deliver the relevant SOW, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the Supplier to deliver the SOW and (b) VAT, which the Supplier will add to its invoices at the appropriate rate.

7.4 The parties agree that the Supplier may review and increase its fee rates at any time, provided that such rates cannot be increased more than once in any twelve (12) month period. The Supplier will give the Client at least three (3) months' prior written notice of any such increase. If any such increase is not acceptable to the Client, it may, at any time within three (3) months' of such written notice being received, terminate this Agreement and/or any SOW by giving at least three (3) months' prior written notice of such termination to the Supplier.

7.5 Unless otherwise agreed in a SOW, the Client will pay each invoice submitted to it by the Supplier, in full and in cleared funds, within thirty (30) days of receipt, to the bank account nominated in writing by the Supplier.

7.6 Without prejudice to any other right or remedy the Supplier may have, if the Client fails to pay any Supplier invoice on the due date, the Supplier may: (a) charge interest on the overdue sum from the due date for payment at the annual rate of 5% above the base rate from time to time of HSBC Bank plc, accruing on a daily basis (and compounded quarterly) until payment is made, before or after any judgement,

or claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 (and, in either case, the Client will pay the accrued interest immediately on demand) and (b) suspend the delivery of all SOWs, and the provision of all other Services, until payment has been made by the Client in full.

- 7.7 All sums payable to the Supplier under this Agreement or any SOW will become due on the termination of this Agreement or the relevant SOW, notwithstanding any other provision of this Agreement and without prejudice to any right to claim for interest under the law or this Agreement.

8. INTELLECTUAL PROPERTY

- 8.1 All Intellectual Property Rights existing prior to the Effective Date of each SOW shall belong to the Party or third party that owned such rights immediately prior to that date ("**Existing IPRs**").
- 8.2 The Supplier hereby grants to the Client a perpetual, irrevocable, non-exclusive, transferable, world-wide, royalty-free licence to use the Existing IPRs of the Supplier to the extent necessary and/or desirable for the Client to enjoy the Services and/or Deliverables, however where the Client terminates this Agreement, such licence shall also automatically terminate. Unless expressly provided to the contrary in the relevant SOW, the Client is to obtain on its own account any licence to the Intellectual Property Rights of any third party where the Supplier identifies or recommends that the Client obtain additional software or replaces, upgrades or updates its current software. The Client acknowledges that, where the Supplier does not own any part of the material comprised in the Services and/or Deliverables ("Materials"), the Client's use of any rights in such Materials is conditional on the Supplier obtaining a written licence from the relevant licensor(s) on such terms as entitle the Supplier to licence such rights to the Client.
- 8.3 The Client hereby grants to the Supplier a revocable, non-exclusive, personal, non-transferable, world-wide, royalty free licence for the term of the relevant SOW to use the Existing IPRs of the Client or any member of its group of companies to the extent necessary for the Supplier to provide the Services and/or Deliverables under that SOW.
- 8.4 Any and all Intellectual Property Rights developed by or on behalf of the Supplier in the course of the provision of the Services and comprised within the Deliverables and delivered under any SOW ("**New IPRs**") shall vest in the Client as appropriate, subject to the Supplier receiving payment in full for the Deliverables and the

Services. Such New IPRs shall not include open source software to the extent that the Supplier uses it in the provision of the Services and/or the delivery of the Deliverables.

- 8.5 To the extent that any New IPRs do not automatically vest in the Client as appropriate, the Supplier shall at no additional cost or expense to the Client, assign or procure the assignment thereof to the Client as appropriate.

9. CONFIDENTIALITY

- 9.1 Each Party (the "**Receiving Party**") undertakes to the other Party (the "**Disclosing Party**") that it shall:

- 9.1.1 hold all Confidential Information of the Disclosing Party which it obtains in relation to this Agreement and/or any SOW in strict confidence, using at least the same degree of care as it employs to prevent unauthorised disclosure of its own confidential information but in any event not less than a reasonable degree of care;
- 9.1.2 not disclose, or authorise the disclosure of, the Disclosing Party's Confidential Information to any third party other than pursuant to clauses 9.3 and 9.4;
- 9.1.3 not use, exploit, or authorise anyone to use or exploit, the Disclosing Party's Confidential Information for any purpose other than the performance of its obligations or the exercise of its rights or the receipt of any benefits pursuant to this Agreement and any SOW; and
- 9.1.4 promptly notify the Disclosing Party of any suspected or actual unauthorised use or disclosure of the Disclosing Party's Confidential Information of which it becomes aware and promptly take all reasonable steps that the Disclosing Party may require in order to prevent, stop or remedy the unauthorised use or disclosure.

- 9.2 Without prejudice to any other rights or remedies that the Disclosing Party may have, the Receiving Party acknowledges and agrees that if the Confidential Information is used or disclosed other than in accordance with the terms of this clause 9, the Disclosing Party shall, without proof of special damage, be entitled to seek an injunction or other equitable relief for any threatened or actual breach of the provisions of this clause 9, in addition to any damages or other remedy to which it may be entitled.

- 9.3 The Receiving Party may disclose the Disclosing Party's Confidential Information:
- 9.3.1 to its employees, officers, agents, representatives, advisers and subcontractors who need to know such information for the purposes of carrying out the party's obligations under this Agreement. The Receiving Party shall ensure that its employees, officers, agents, representatives, advisers or subcontractors to whom it discloses the Disclosing Party's Confidential Information comply with this clause 9;
 - 9.3.2 where the Receiving Party is the Supplier, to the Supplier's third party suppliers who have been selected by the Client and/or the Supplier to assist in the provision of the Services; and
 - 9.3.3 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.4 This clause 9 will not apply to Confidential Information to the extent that:
- 9.4.1 such Confidential Information has been placed in the public domain other than through the fault of the Receiving Party;
 - 9.4.2 such Confidential Information has been independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party;
 - 9.4.3 the Disclosing Party has approved in writing the particular use or disclosure of the Confidential Information;
 - 9.4.4 such Confidential Information was already known by the Receiving Party prior to the disclosure without an obligation of confidentiality;
 - 9.4.5 such Confidential Information is independently received from a third party without any obligation of confidence and the Receiving Party has made reasonable enquiries that the third party owed no obligation of confidence to the Disclosing Party.
- 9.5 Notwithstanding anything in this clause 9, the Supplier shall be entitled to share information relating to the Client with its strategic alliance partners where it is relevant for the performance or the anticipated performance of the Services. This information may include without limitation the Client's company name, brief details relating to the Services and the anticipated spend with the relevant strategic alliance partner in relation to the Services.

10. LIMITATION OF LIABILITY

- 10.1 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the extent permitted, excluded from this Agreement and each SOW. Nothing in this Agreement or any SOW limits or excludes the Supplier's liability for (a) death or personal injury caused by its negligence; (b) fraud; or (c) any other liability which cannot be limited or excluded by law.
- 10.2 Subject to clause 10.1, the Supplier will not have any liability to the Client, whether in contract, tort, for breach of statutory duty or otherwise, arising in connection with this Agreement or any SOW, for (a) any loss of profits; (b) any loss of any sales, business, agreements or contracts; (c) any loss of anticipated savings; (d) any loss of (or damage to) goodwill; or (e) any indirect or consequential loss.
- 10.3 Subject to clauses 10.1 and 10.2, the Supplier's liability to the Client, in contract, tort, for breach of statutory duty or otherwise, in connection with this Agreement and/or any SOW and in respect of any and all claims (connected or unconnected) in any twelve (12) month period, will be limited to the amount of the aggregate Charges paid by the Client to the Supplier during that period.

11. TERMINATION

- 11.1 This Agreement shall commence on the Commencement Date, or failing such date being specified, the date this Agreement is signed by both Parties and shall continue unless and until terminated by either Party in accordance with this clause 11 or until either Party gives to the other Party not less than twelve (12) months' written notice to terminate (the "Term").
- 11.2 Each SOW shall commence on the Effective Date and accordingly the Supplier shall commence the provision of the Services and/or the delivery of the Deliverables on the Effective Date and shall continue to provide the Services and/or deliver the Deliverables until either:
- 11.2.1 such Services are completed or Deliverables delivered in accordance with this Agreement and any SOW; or
 - 11.2.2 the date for expiry of fixed term Services as set out in the SOW; or
 - 11.2.3 unless otherwise specified in a SOW, either party gives the other party not less than three month's written notice (or such other notice period as may be specified in a SOW) to terminate the SOW; or

11.2.4 the provision of such Services and/or the delivery of the Deliverables is terminated pursuant to this clause 11 or any express term in the relevant SOW.

11.3 Without prejudice to any other rights or remedies that a Party may have under or in connection with this Agreement and/or any SOW, either Party may terminate this Agreement and/or any SOW upon written notice to the other Party if:

11.3.1 the other Party commits a material or persistent breach of this Agreement or any SOW that:

(a) is capable of being remedied and, following written notice to remedy the breach, that Party does not take steps to remedy the breach within thirty (30) days (or any longer period agreed by the Parties in writing); or

(b) is not capable of being remedied;

11.3.2 the other Party is unable to pay its debts or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other Party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer is appointed over all or any substantial part of the assets of the other Party or the other Party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction.

12. CONSEQUENCES OF TERMINATION

12.1 Termination of any SOW shall not affect any other SOW or this Agreement. The termination of the Agreement shall also terminate all SOWs at the time in place.

12.2 Any termination or expiry of this Agreement or a SOW shall not affect any accrued rights or liabilities of either Party up to the effective date of such termination, including the obligation of the Client to pay for Deliverables which have been delivered and/or Services provided and/or resources allocated which cannot be reasonably redeployed, nor shall it affect the coming into force or the continuance in force of any provision of this Agreement or any SOW which is expressly or by implication intended to come into force or continue in force on or after such termination including without limitation: clauses 1 (Interpretation); 5.3 (Non Solicitation); 7 (Charges); 8 (Intellectual Property Rights); 9 (Confidentiality), 10 (Limitation of Liability), 12 (Consequences of Termination); 13 (Data Protection); 15 (General) of this Agreement.

- 12.3 On termination or expiry of an individual SOW and/or this Agreement:
- 12.3.1 the Supplier shall immediately discontinue the provision of the Services and delivery of the Deliverables pursuant to the relevant SOW(s); and
 - 12.3.2 each Party shall either destroy or promptly return to the other Party all copies in whatever medium of all Confidential Information provided or obtained in respect of those SOW(s).

13. DATA PROTECTION

- 13.1 For the purposes of this clause 13, the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the UK GDPR.
- 13.2 Both parties will comply with all applicable requirements of the Applicable Data Protection Laws. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 13.3 The parties have determined that for the purposes of Applicable Data Protection Laws the Supplier shall process the personal data as set out in the applicable SOW.
- 13.4 Should the determination in clause 13.3 change, the parties shall use all reasonable endeavours make any changes that are necessary to this clause and the applicable SOW.
- 13.5 Without prejudice to clause 13.2, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Client Personal Data to the Supplier and/or lawful collection of the same by the Supplier for the duration and purposes of this Agreement.
- 13.6 In relation to the Client Personal Data, the applicable SOW sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.
- 13.7 Without prejudice to clause 13.2, the Supplier shall, in relation to Client Personal data:
- 13.7.1 process that Client Personal Data only on the documented instructions of the Client unless the Supplier is required by Applicable Laws to otherwise process that Client Personal Data (Purpose). Where the Supplier is relying on Applicable Laws as the basis for processing Client Personal Data, the Supplier shall notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Client on important grounds of public interest. The Supplier shall

inform the Client if, in the opinion of the Supplier, the instructions of the Client infringe Applicable Data Protection Laws;

- 13.7.2 implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Client Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data, which are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- 13.7.3 ensure that any personnel engaged and authorised by the Supplier to process Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- 13.7.4 assist the Client insofar as this is possible (taking into account the nature of the processing and the information available to the Supplier), and at the Client's cost and written request, in responding to any request from a data subject and in ensuring the Client's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 13.7.5 notify the Client without undue delay on becoming aware of a personal data breach involving the Client Personal Data;
- 13.7.6 at the written direction of the Client, delete or return Client Personal Data and copies thereof to the Client on termination of the agreement unless the Supplier is required by Applicable Law to continue to process that Client Personal Data. For the purposes of this clause 13.7.6, Client Personal Data shall be considered deleted where it is put beyond further use by the Supplier; and
- 13.7.7 maintain records to demonstrate its compliance with this clause 13, and allow for reasonable audits by the Client or the Client's designated auditor, for this purpose, on reasonable written notice.

13.8 The Client provides its prior, general authorisation for the Supplier to:

- 13.8.1 appoint processors to process the Client Personal Data, provided that the Supplier:

- (a) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on the Supplier in this clause 13;
- (b) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Supplier; and
- (c) shall inform the Client of any intended changes concerning the addition or replacement of the processors, thereby giving the Client the opportunity to object to such changes provided that if the Client objects to the changes and cannot demonstrate, to the Supplier's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Client shall indemnify the Supplier for any losses, damages, costs (including legal fees) and expenses suffered by the Supplier in accommodating the objection.

13.8.2 transfer Client Personal Data outside of the UK as required for the Purpose, provided that the Supplier shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Client shall promptly comply with any reasonable request of the Supplier, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).

13.9 Either party may, at any time on not less than 30 days' notice, revise this clause 13 (Data protection) by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

13.10 The Supplier's liability for losses arising from breaches of this clause 13 is as set out in clause 10.

14. ANTI BRIBERY

Each Party will ensure that neither it nor its officers, employees, shareholders, representatives or agents shall directly or indirectly, offer, give or agree to offer or give (either itself or in agreement with others) any payment, gift or other advantage (whether or not by using any payments under this Agreement or any SOW with respect to any matters which are the subject of this Agreement or any SOW) which (i) would violate any anti-corruption laws or regulations applicable to the Supplier or the Client, (ii) is intended to,

or does, influence any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept, (iii) is made to or for a public official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business, or (iv) which a reasonable person would otherwise consider to be unethical, illegal or improper.

15. GENERAL

- 15.1 **Force majeure:** neither Party will be in breach of this Agreement or any SOW, nor liable for any delay in performing, or any failure to perform, any of its obligations under this Agreement or any SOW, if such delay or failure results from events or circumstances beyond its reasonable control. In such a case, the time for performance will be extended by a period equivalent to the period during which performance of the relevant obligation has been delayed or failed to be performed. However, if the period of delay or non-performance continues for sixty (60) days or more, the Party not affected may terminate this Agreement or the affected SOW by giving at least thirty (30) days' prior written notice to the affected Party.
- 15.2 **Variation, waiver and remedies:** no variation of this Agreement or any SOW will be valid unless it is made in writing and signed by or on behalf of each of the Parties. A waiver of any right or remedy under this Agreement or any SOW is only effective if given in writing and will not be deemed to be a waiver of any subsequent breach or default. Any failure or delay by a Party in exercising any right or remedy provided under this Agreement or any SOW, or by law, will not constitute a waiver of that (or any other) right or remedy, nor preclude or restrict any further exercise of that (or any other) right or remedy. No single or partial exercise of any right or remedy under this Agreement or any SOW, or by law, will preclude or restrict the further exercise of any such right or remedy. The rights arising under this Agreement and each SOW are cumulative and do not exclude any rights provided by law.
- 15.3 **Severability:** if any court or competent authority finds that any provision of this Agreement or any SOW is invalid, illegal or unenforceable, it will (to the extent required) be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement or the relevant SOW will not be affected. If any invalid, unenforceable or illegal provision of this Agreement or the relevant SOW would be valid, enforceable and legal if part of it were amended, the Parties will 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 parties' original commercial intentions.

- 15.4 **Entire agreement:** this Agreement and (as applicable) each SOW constitutes the entire agreement between the Parties relating to its subject matter and supersedes and extinguishes all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this Agreement or such SOW. Each Party agrees that, in entering into this Agreement and each SOW, it has not relied on, and has no remedies in respect of, any representation or warranty that is not set out in this Agreement or such SOW. However, nothing in this clause 15.4 limits or excludes any liability for fraud or fraudulent misrepresentation.
- 15.5 **Assignment and third party rights:** neither Party may, without the prior written consent of the other Party, assign, transfer, charge, mortgage, subcontract or deal in any other way with all or any of its rights or obligations under this Agreement or any SOW. Each Party that has rights under this Agreement or any SOW undertakes that it is acting on its own behalf and not for the benefit of any other person. Any person who is not a party to this Agreement or a SOW has no rights arising thereunder.
- 15.6 **No partnership/agency:** nothing in this Agreement or any SOW is intended to, or will, create a partnership between the Parties, or authorise either Party to act as agent for the other, and neither Party will have any authority to act in the name or on behalf of (or otherwise to bind) the other Party in any way.
- 15.7 **Notices:** any notice to be given under this Agreement or any SOW must be in writing signed by or on behalf of the Party giving the notice and may be served by leaving it at, or sending it by first-class registered post to, the address of the other Party, or via email to the other Party's designated contact with confirmed receipt. Any notice served by hand or by post will be deemed to have been received: (a) in the case of delivery by hand, when delivered and (b) in the case of delivery by post, three (3) clear Working Days after the envelope containing the same was delivered into the custody of the postal authorities, save that if actual or deemed delivery occurs after 5:00 pm on a Working Day or on a day which is not a Working Day, service will be deemed to occur at 9:00am on the next Working Day. The address of each Party for the purpose of this clause 15.7 is the address set out at the beginning of this Agreement or as notified to the other Party (in accordance with this clause 15.7). This clause does not apply to the service of any proceedings or other documents in any legal action or dispute resolution process.
- 15.8 **Publicity:**
- (a) Subject to clause 15.8(b), no Party shall make any announcement, or comment upon, or originate any publicity or press release or otherwise provide any

information to any third party (other than to its professional advisers and sub-contractors) concerning this Agreement or any Statement of Work (including, but not limited to, information concerning the fact that the Parties are engaging in discussions, the existence of the Statement of Work, the terms of the Statement of Work, the performance of the Statement of Work and/or any dispute or disagreement relating to the Statement of Work) without the prior written consent of the other Party.

- (b) For the avoidance of doubt, the provisions of clause 15.8(a) shall not operate so as to prevent the Parties from subsequently referring to any matters which have been disclosed in a press release or other public announcement previously agreed and issued pursuant to this clause. Notwithstanding clause 15.8(a), the Parties shall be entitled to identify each other in any promotional, advertising or other materials to be disseminated to the public or any third party.

15.9 **Dispute Resolution:** If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (Dispute) then except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:

- (a) either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, a director of the Customer and a director of the Supplier shall attempt in good faith to resolve the Dispute;
- (b) if the director of the Customer and a director of the Supplier are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to an executive director of the Customer and an executive director of the Supplier who shall attempt in good faith to resolve it; and
- (c) if the executive director of the Customer and the executive director of the Supplier are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must serve notice in writing (ADR notice) to the other Party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR notice. No party may commence any court proceedings under

clause 15.10 (Jurisdiction) (in relation to the whole or part of the Dispute until 60 days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

- (d) If the Dispute is not resolved within 60 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 60 days, or the mediation terminates before the expiration of the said period of 60 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 15.10 (Jurisdiction).

15.10 **Jurisdiction and Governing Law:** Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement and/or any SOW and/or its subject matter or formation. This Agreement and each SOW shall be governed by and construed in accordance with the laws of England and Wales.

SCHEDULE 1 – DEFINITIONS

Applicable Laws: all applicable laws, statutes and regulations from time to time in force.

Applicable Data Protection Laws: means:

- a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- b) to the extent the EU GDPR applies, the law of 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.

Client Contact: the Client's representative appointed under clause 5.1.1 and named in each SOW.

Charges: means the charges payable by the Client to the Supplier for the provision of the Services or the delivery of the Deliverables in accordance with the relevant SOW.

Client Personal Data: any personal data which the Supplier processes in connection with this Agreement or a SOW, in the capacity of a processor on behalf of the Client.

Commencement Date: means the date hereof.

Confidential Information: means; (i) all financial, business, operational, supplier, customer and technical information or data including any know how and all other information (whether written, oral or in electronic form or on magnetic or other media) concerning the business and affairs of a Party that the other Party obtains, receives or has access to, under or in connection with this Agreement or a SOW (including as a result of the discussions leading up to or the entering into or the performance of this Agreement, or a SOW); and (ii) this Agreement and any SOW.

Deliverables: all reports, data and other materials created or developed (in any format) by the Supplier or any of its sub-contractors, consultants or employees in connection with any SOW or the provision of any of the Services.

Disclosing Party: shall have the meaning set out in clause 9.

Effective Date: means the date of signature of a SOW or such other date set out as the effective date in the SOW.

EU GDPR: means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

Existing IPRs: shall have the meaning set out in clause 8.

Intellectual Property Rights: means patents, rights in design, trademarks, rights in trading, business or domain names and e-mail addresses, copyrights (including any such rights in

typographical arrangements, web sites or software) rights in inventions, know-how, trade secrets and similar confidential information, rights in data bases and all other intellectual property rights of a similar or corresponding character which subsist now or in the future in any part of the world whether registered or not and any applications to register or rights to apply for registration of any of the foregoing in all parts of the world.

New IPRs: shall have the meaning set out in clause 8.

Receiving Party: shall have the meaning set out in clause 9.

Services: the services to be supplied, and all obligations to be performed, by the Supplier under this Agreement and any SOW.

SOW: means a statement of work entered into by the Parties for the provision of Services and/or Deliverables pursuant to this Agreement, being in the form set out in Schedule 2 or as agreed between the Parties from time to time.

Supplier Account Manager: the Supplier's account manager appointed under clause 4.2 and named in each SOW.

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

Working Day: means a day (excluding Saturdays or Sundays) on which banks in London are generally open for normal banking business between the hours of 09:00 and 17:00.

Schedule 2:

Statement of Work ("SoW")

Nimble Delivery Limited ("**Supplier**") whose company number is 10571363 and registered office is at Fountain Precinct 8th Floor, Balm Green, Sheffield, South Yorkshire, S1 2JA.

1. Statement of Work detail

SOW Reference and/or Project Name	[insert]
Client company name	[insert]
Client Contact	[insert]
Supplier Contact	[insert]
SoW Start Date	[insert]
SoW End Date	[insert]
Definitions	In this SOW the following words and expressions shall have the following meanings: [insert any SOW specific definitions]
Services	The Supplier will provide the resources set out in the table at section 2 below to aim to perform the following services: [Insert services detail]

Deliverables	Delete as appropriate:[The Supplier shall work with the Client to deliver:][the Supplier shall aim to deliver:] [insert deliverables detail]
Data Processing	Scope of data processing In order that the Services can be performed in accordance with this SOW. Nature of data processing In order that the Services can be performed in accordance with this SOW. Purpose of data processing In order that the Services can be performed in accordance with this SOW. Duration of the data processing The term of this SOW. Types of personal data [e.g. names, email addresses, addresses, banking details, phone number] Categories of data subject [e.g. Client's customers]

2. Fees

The Services will be provided on a time and materials basis. All prices set out below are exclusive of VAT which will be added at the applicable rate.

Time and Materials:

Resource e.g. consultant, senior consultant etc	Number of Days	Rate Per Day	Total Price
			£

3. Terms and Conditions

1. This SOW is subject to the master services agreement between the Client and the Supplier dated [insert date of MSA] (the **"Agreement"**). Unless otherwise expressly stated, all defined terms in the Agreement shall apply to this SOW.
2. The Supplier's resources (Nimble staff members or specialist vetted consultants or their substitutes) will be primarily based at [relevant Supplier office/Client office/remote location].
3. The number and type of Supplier resources reflects the requirements discussed with the Client. Unless otherwise agreed between the parties in writing, the Services shall be performed on continuous Working Days.
4. The Services being provided by the Supplier under this SOW shall follow an agile development framework with all Services being provided on a time and materials basis as set out in the table above. The parties acknowledge that any mutually agreed timeframes for the provision of the Services and/or the production of Deliverables may be subject to change at any time as a result of variables including but not limited to i) Client changing its priorities as regards Deliverables to be produced or ii) any third-party dependencies outside of the control of the Supplier.

5. Any changes to this SOW must be agreed between the parties and documented by way of a further SOW or change order signed by duly authorised representatives of the parties.
6. Each party warrants that the person signing this SOW on behalf of that party has the authority to bind that party.

1. SIGNATURES: SoW

Accepted and agreed for and on behalf of Nimble Delivery Limited

Signature:

Name:

Position:

Date:

Accepted and agreed for and on behalf of [insert Client name]

Signature:

Name:

Position:

Date:

Schedule 3:

Change Order (CO)

Change Order Number [insert]

This Change Order is dated: [insert date]

Client	[insert]	SOW Reference	[insert]
Project	[insert]	Effective date of Change Order	[insert]

As mutually agreed upon by both parties, this Change Order ("CO") modifies the SOW detailed above (and the change orders detailed at section 2.1 below, if any) and is made a part of and subject to the terms and conditions of the Master Services Agreement between Nimble Delivery Limited and [insert Client name] dated [insert date of MSA].

1. Reason for Change

[insert reason for change]

2. Changes

2.1 Other change orders affected by this CO

This section notes previous change orders associated with the SOW, and states whether or not they are affected by this CO.

Change Order Reference	Change Affected
[insert CO reference or enter Not Applicable]	[insert details or enter Not Applicable]

2.2. Change Details

This section details the changes implemented by this CO.

Category	Change Affected
Scope	[insert details or enter Not Applicable]
Duration/Timeline	[insert details or enter Not Applicable]
Costs/Fees	[insert details or enter Not Applicable]
Consultants/Resources	[insert details or enter Not Applicable]
Other	[insert details or enter Not Applicable]

3. General

- 3.1 All other terms of the SOW that are unaffected by this CO remain in full force and effect.
- 3.2 This CO will terminate on the date of termination or expiry of the SOW unless otherwise agreed in writing by the parties.
- 3.3 Each party warrants that the person signing this CO on behalf of that party has the authority to bind that party.

4. Signatures

For and on behalf of Nimble Delivery Limited

Signature:

Name:

Date:

For and on behalf of [insert Client name]

Signature:

Name:

Date:

SIGNATURE PAGE - MASTER SERVICES AGREEMENT

For and on behalf of Nimble Delivery Limited

Signature:

Name:

Position:

For and on behalf of [insert Client name]

Signature:

Name:

Position: