

Dated

2024

Tangent Marketing Services Limited

and

[insert customer name]

Master Services Agreement

Contents

Clause

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Parties

Tangent Marketing Services Limited incorporated and registered in England and Wales with company number 04323657 whose registered office is at 4th Floor, 2 Stephen Street, London, W1T 1AN (**Tangent**); and

(1) [**full company name**] incorporated and registered in England and Wales with company number [**number**] whose registered office is at [**registered office address**] (**Customer**).

Background

- (A) Tangent is in the business of providing the Applicable Services.
- (B) The Customer wishes to obtain and Tangent wishes to provide the Applicable Services on the terms set out in this Agreement.

It is agreed

1. Interpretation

1.1 The following definitions and rules of interpretation apply in this Agreement:

Applicable Laws all applicable laws, statutes, regulation and codes from time to time in force;

Applicable Services the services as set out in each Statement of Work;

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

Business Hours the period from 9.30 am to 5.30 pm on any Business Day;

control shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly;

Customer Materials all documents, information, personal data, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to Tangent in connection with the Works,

including the items provided pursuant to clause 5.1.3;

Data Protection Legislation	means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (S 2003 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant data protection or supervisory authority and applicable to a party.
Deliverables	any output of the Works to be provided by Tangent to the Customer as specified in a Statement of Work and any other documents, products and materials provided by Tangent to the Customer in relation to the Works (excluding Tangent's Equipment);
Generative AI	generative artificial intelligence tools;
Intellectual Property Rights (IPRs)	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue

for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Milestone

a date by which a part or all of the Works are to be completed, as set out in a Statement of Work;

Site

the website at [**insert URL**] hosted by the Customer;

Specification

the specification for the Works, if any, as set out in a Statement of Work;

SoW Charges

the sums payable for the Works as set out in a Statement of Work;

Statement of Work

a detailed plan describing the services to be provided by Tangent, the timetable for their performance and the related matters listed in the template statement of work set out in Schedule 1;

Tangent's Equipment

any equipment, including tools, systems, cabling or facilities, provided by Tangent

to the Customer and used directly or indirectly in the supply of the Works, including any such items specified in a Statement of Work but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Customer;

VAT

value added tax chargeable under the Value Added Tax Act 1994; and

Works

the Applicable Services which are provided by Tangent under a Statement of Work, including services which are incidental or ancillary to the Works.

- 1.2 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.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.4 This Agreement shall be binding on, and apply to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

2. Commencement and Duration

- 2.1 This Agreement shall commence on the date when it has been signed by all the parties and shall continue, unless terminated earlier in accordance with clause 14, until either party gives not less than 3 (three) months' written notice to the other party.
- 2.2 The Customer may procure any of the Applicable Services by agreeing a Statement of Work with Tangent.
- 2.3 Tangent shall provide the Works from the date specified in the relevant Statement of Work.

2.4 The parties shall not enter into any further Statements of Work after the date on which notice to terminate is served under clause 2.1.

3. **Conflict**

If there is any conflict, inconsistency or ambiguity between this Agreement and any Statement of Work, the Statement of Work shall have priority.

4. **Tangent's Responsibilities**

4.1 Tangent shall use reasonable endeavours to manage and complete the Works, and deliver the Deliverables to the Customer, in accordance with a Statement of Work in all material respects.

4.2 Tangent shall use reasonable endeavours to meet the Milestones specified in a Statement of Work but any such dates shall be estimates only and time for performance by Tangent shall not be of the essence of this Agreement.

4.3 Tangent shall appoint a manager in respect of the Works to be performed under each Statement of Work, such person as identified in the Statement of Work. That person shall have authority to contractually bind Tangent on all matters relating to the relevant Works (including by signing Change Orders). Tangent shall use all reasonable endeavours to ensure that the same person acts as Tangent's manager throughout the term of the relevant Statement of Work but may replace that person from time to time where reasonably necessary in the interests of Tangent's business.

5. **Customer's Obligations**

5.1 The Customer shall:

5.1.1 co-operate with Tangent in all matters relating to the Works;

5.1.2 appoint a manager in respect of the Works to be performed under each Statement of Work, such person as identified in the Statement of Work. That person shall have authority to contractually bind Tangent on all matters relating to the relevant Works (including by signing Change Orders);

5.1.3 provide to Tangent in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or a third party) required under a Statement of Work or otherwise reasonably required by Tangent in connection with the Works and ensure that they are accurate and complete in all material respects;

- 5.1.4 obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Tangent to provide the Works; and
- 5.1.5 comply with any additional responsibilities of the Customer as set out in the relevant Statement of Work.

5.2 If Tangent's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, Tangent shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

6. **Generative AI**

6.1 Tangent may use Generative AI in the development of the Works or any Deliverable as set out in the relevant Statement of Work in line with our AI Operations and AI Product policies.

6.2 Where the Customer has expressly requested Tangent's use of Generative AI in the development of the Works or any Deliverable, the Customer expressly acknowledges and agrees that:

- 6.2.1 due to service availability issues, use of Generative AI may delay Tangent's performance of its obligations;
- 6.2.2 Tangent cannot guarantee the accuracy, security and/or reliability of Works carried out using Generative AI; and
- 6.2.3 Tangent shall not be liable to the Customer for any delays to the Works or any accuracy, security and/or reliability issues in relation to the Works or any Deliverable arising from or otherwise connected to Tangent's use of Generative AI (at the Customer's request).

7. **Acceptance**

7.1 Once Tangent has completed the Works in accordance with the Statement of Work, the Customer shall run acceptance tests to test compliance with the Specification (**Acceptance Tests**).

7.2 If any failure to pass the Acceptance Tests results from a defect which is caused by an act or omission of the Customer, the use of Generative AI (at the Customer's request) in the development of the Works or any Deliverable or by one of the Customer's sub-contractors or agents for whom Tangent has no responsibility (**Non-Supplier**

Defect), the Works shall be deemed to have passed the Acceptance Tests notwithstanding such Non-Supplier Defect. Tangent shall provide assistance reasonably requested by the Customer in remedying any Non-Supplier Defect by supplying additional services or products. The Customer shall pay Tangent in full for all such additional services and products at Tangent's then current fees and prices.

7.3 Acceptance of the Site shall be deemed to have taken place upon the occurrence of any of the following events:

7.3.1 the Customer uses any part of the Site for any revenue-earning purposes or to provide any services to third parties other than for test purposes; or

7.3.2 the Customer unreasonably delays the start of the relevant Acceptance Tests or any retests for a period of 5 (five) Business Days from the date on which Tangent is ready to commence running such Acceptance Tests or retests.

8. **Change Control**

8.1 Either party may propose changes to the scope or execution of the Works but no proposed changes shall come into effect until a relevant **Change Order** has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:

8.1.1 the Works;

8.1.2 the SoW Charges;

8.1.3 the timetable for the Works; and

8.1.4 any of the other terms of the relevant Statement of Work.

8.2 If Tangent wishes to make a change to the Works it shall provide a draft Change Order to the Customer.

8.3 If the Customer wishes to make a change to the Works:

8.3.1 it shall notify Tangent and provide as much detail as Tangent reasonably requires of the proposed changes, including the timing of the proposed change; and

8.3.2 Tangent shall, as soon as reasonably practicable after receiving the information at clause 8.3.1, provide a draft Change Order to the Customer.

8.4 If the parties:

8.4.1 agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Statement of Work; or

8.4.2 are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 28 (Multi-tiered dispute resolution procedure).

8.5 Tangent may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Customer pursuant to clause 8.3 on a time and materials basis at Tangent's daily rates, from time to time.

9. Charges and Payment

9.1 In consideration of the provision of the Works by Tangent, the Customer shall pay the SoW Charges.

9.2 Where the SoW Charges are calculated on a time and materials basis:

9.2.1 Tangent's daily fee rates for each individual person are calculated on the basis of an eight-hour day, worked during Business Hours;

9.2.2 Tangent shall be entitled to charge an overtime rate of 200% (two hundred per cent) of the applicable daily fee rate on a pro-rata basis for any time worked by individuals whom it engages on the Works outside Business Hours; and

9.2.3 Tangent shall ensure that every individual whom it engages on the Works completes time sheets to record time spent on the Works, and Tangent shall provide monthly reports of time spent.

9.3 Where the SoW Charges are calculated on a fixed price basis, the amount of those charges shall be as set out in a Statement of Work.

9.4 The SoW Charges exclude the following, which shall be payable by the Customer monthly in arrears, following submission of an appropriate invoice:

9.4.1 the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Tangent engages in connection with the Works; and

9.4.2 the cost to Tangent of any materials or services procured by Tangent from third parties for the provision of the Works as such items and their cost are set out in the Statement of Work or approved by the Customer in advance from time to time.

9.5 Tangent may increase the SoW Charges and daily rates on an annual basis with effect from each anniversary of the date of this Agreement to take into account:

9.5.1 changes to Tangent's costs of providing the Works; and

9.5.2 the percentage increase in the Retail Prices Index in the preceding 12-month period;

and the first such increase shall take effect on the first anniversary of the date of this Agreement.

9.6 In addition to the SoW Charges increase mechanism set out in clause 9.5, if the cost to Tangent of providing the Works increases by 3% (three percent) or more during any year of this Agreement, Tangent shall have the right to adjust the SoW Charges to reflect that increase (**SoW Charges Adjustment**). Tangent shall give the Customer notice in writing of the SoW Charges Adjustment. If the Customer objects to a proposed SoW Charges Adjustment the matter shall be dealt with in accordance with clause 28 (Multi-tiered Dispute Resolution Procedure).

9.7 Pending determination of a SoW Charges Adjustment, the SoW Charges then in force shall continue to apply. Once the appropriate adjustment is determined, the adjusted SoW Charges shall be deemed to apply with effect from the date set out in the original SoW Charges Adjustment Notice. Within one month of determining the SoW Charge Adjustment, the Customer shall pay Tangent any outstanding sums due since the relevant date, together with any applicable VAT.

9.8 Tangent shall invoice the Customer for the SoW Charges at the intervals specified, or on the achievement of the Milestones indicated, in the Statement of Work. If no intervals are so specified, Tangent shall invoice the Customer at the end of each month for Works performed during that month.

9.9 The Customer shall pay each invoice submitted to it by Tangent within 30 (thirty) days of the date of the invoice to a bank account nominated in writing by Tangent from time to time.

9.10 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Tangent any sum due under this Agreement on the due date:

9.10.1 the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and

9.10.2 Tangent may suspend part or all of the Works until payment has been made in full.

9.11 All sums payable to Tangent under this Agreement:

9.11.1 are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

9.11.2 shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. Intellectual Property Rights

10.1 In relation to the Deliverables, Tangent shall, once all SoW Charges have been paid to it in full and cleared funds, assign to the Customer absolutely with full title guarantee all its right, title and interest in and to all IPRs in the Deliverables unless otherwise agreed or specified in a Statement of Work.

10.2 In relation to the Customer Materials, the Customer:

10.2.1 and its licensors shall retain ownership of all IPRs in the Customer Materials; and

10.2.2 grants to Tangent a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of this Agreement for the purpose of providing the Works to the Customer.

10.3 Tangent:

10.3.1 warrants that the receipt, use and onward supply of the Works and the Deliverables by the Customer shall not infringe the rights, including any Intellectual Property Rights, of any third party;

10.3.2 shall not be in breach of the warranty at clause 10.3.1, to the extent the infringement arises from:

10.3.2.1 the use of Customer Materials and/or Generative AI (at the Customer's request) in the development of, or the inclusion of the Customer Materials in, the Works or any Deliverable;

10.3.2.2 any modification of the Works or any Deliverable, other than by or on behalf of Tangent; and

10.3.2.3 compliance with the Customer's specifications or instructions, where infringement could not have been avoided while complying with such

specifications or instructions and provided that Tangent shall notify the Customer if it knows or suspects that compliance with such specification or instruction may result in infringement.

10.4 The Customer:

10.4.1 warrants that the receipt and use in the performance of this Agreement by Tangent, its agents, subcontractors or consultants of the Customer Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

10.4.2 shall indemnify Tangent against all liabilities, costs, expenses, damages and losses (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 reasonable professional costs and expenses) suffered or incurred or paid by Tangent arising out of or in connection with any claim brought against Tangent, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with the receipt or use in the performance of this Agreement of:

10.4.2.1 the Customer Materials; and/or

10.4.2.2 Generative AI (at the Customer's request).

11. Data Protection and Data Processing

11.1 For the purposes of this clause 11, the terms **controller, processor, Information Commissioner, data subject, personal data, personal data breach** and **processing** shall have the meaning given to them in the Data Protection Legislation.

11.2 Both parties will comply with all applicable requirements of Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Protection Legislation.

11.3 The parties have determined that for the purposes of the Data Protection Legislation, the Customer is the data controller and Tangent is the data processor. This clause 11 and Schedule 1 of the Statement of Work set out the scope, nature and purpose of processing by Tangent, the duration of the processing and the types of personal data and categories of data subject.

- 11.4 Should the determination in clause 11.3 change, the parties shall use all reasonable endeavours to make any changes that are necessary to this clause 11 and Schedule 1 of the Statement of Work.
- 11.5 Without prejudice to the generality of clause 11.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer personal data to Tangent or lawful collection of the same by Tangent for the duration and purposes of this Agreement.
- 11.6 Without prejudice to the generality of clause 11.2, Tangent shall, in relation to any personal data processed in providing the Works under this Agreement:
- 11.6.1 process that personal data to the extent, and in such a manner, as is necessary for the Works in accordance with the documented instructions of the Customer unless Tangent is required by any Applicable Laws to otherwise process that personal data (**Purpose**). Where Tangent is relying on Applicable Laws as the basis for processing personal data, Tangent shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Tangent from so notifying the Customer on important grounds of public interest. Tangent shall inform the Customer if, in the opinion of Tangent, the instructions of the Customer infringe Data Protection Legislation;
 - 11.6.2 comply promptly with any instructions from the Customer requiring Tangent to amend, transfer, delete or otherwise process the personal data, or to stop, mitigate or remedy any unauthorised processing;
 - 11.6.3 maintain the confidentiality of the personal data and will not disclose the personal data to third-parties unless the Customer or this Agreement specifically authorises the disclosure, or as required by domestic law, court or regulator (including the Information Commissioner). If a domestic law, court or regulator (including the Information Commissioner) requires Tangent to process or disclose the personal data to a third-party, Tangent must inform the Customer of such legal or regulatory requirement and give the Customer an opportunity to object or challenge the requirement, unless the domestic law prohibits the giving of such notice;

- 11.6.4 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, 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 (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 11.6.5 ensure that any personnel engaged and authorised by Tangent to process personal data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality and have undertaken training on the Data Protection Legislation and how it relates to their handling of the personal data and how it applies to their particular duties;
- 11.6.6 not transfer the personal data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - 11.6.6.1 Tangent or the Customer has provided appropriate safeguards in relation to the transfer;
 - 11.6.6.2 the data subject has enforceable rights and effective legal remedies; and
 - 11.6.6.3 Tangent complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred;
- 11.6.7 Tangent complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
- 11.6.8 assist the Customer, insofar as this is possible (taking into account the nature of the processing and the information available to Tangent), and at the

Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

11.6.9 notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer's personal data in writing if it becomes aware of:

11.6.9.1 the loss, unintended destruction or damage, corruption, or unusability of part or all of the personal data. Tangent will restore such personal data at its own expense as soon as possible;

11.6.9.2 any accidental, unauthorised or unlawful processing of the personal data; or

11.6.9.3 any Personal Data breach;

11.6.10 at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless Tangent is required by Applicable Law to continue to process that personal data. For the purposes of this clause 11.6.10, personal data shall be considered deleted where it is put beyond further use by Tangent; and

11.6.11 maintain records and information to demonstrate its compliance with this clause 11 and allow for reasonable audits by the Customer or the Customer's designated auditor for this purpose, on reasonable written notice.

11.7 The Customer provides its prior, general authorisation for Tangent to:

11.7.1 appoint processors to process the personal data, provided that Tangent:

11.7.1.1 shall ensure that the terms on which it appoints such processors comply with Data Protection Legislation, and are consistent with the obligations imposed on Tangent in this clause 11;

11.7.1.2 shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Tangent; and

11.7.1.3 shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer

objects to the changes and cannot demonstrate, to Tangent's reasonable satisfaction, that the objection is due to an actual or likely breach of Data Protection Legislation, the Customer shall indemnify Tangent for any losses, damages, costs (including legal fees) and expenses suffered by Tangent in accommodating the objection.

- 11.8 Either party may, at any time on not less than 30 (thirty) days' notice, revise this clause 11 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).

Non-solicitation

Neither party to this Agreement shall, without the prior written consent of the other party, at any time from the date on which any Works commence to the expiry of 12 (twelve) months after the completion of such Works, solicit or entice away from the other party or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the party in the provision of such Works.

If either party commits any breach of clause 0, the breaching party shall, on demand, pay to the claiming party a sum equal to 50% (fifty per cent) of 1 (one) year's basic salary or the annual fee that was payable by the claiming party to that employee, worker or independent contractor plus the recruitment costs incurred by the claiming party in replacing such person.

12. Confidentiality

- 12.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of 5 (five) years after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.1.

- 12.2 Each party may disclose the other party's confidential information:

12.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 0; and

12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 12.3 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

13. **Limitation of Liability**

13.1 Nothing in this Agreement shall limit or exclude Tangent's liability for:

13.1.1 death or personal injury caused by its negligence;

13.1.2 fraud or fraudulent misrepresentation; or

13.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

13.2 Subject to clause 13.1, Tangent shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for any:

13.2.1 loss of profits;

13.2.2 loss of sales or business;

13.2.3 loss of agreements or contracts;

13.2.4 loss of anticipated savings;

13.2.5 loss of or damage to goodwill;

13.2.6 loss of use or corruption of software, data or information; or

13.2.7 indirect or consequential loss.

13.3 Subject to clause 13.1, Tangent's total liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to 100% (one hundred per cent) of the average annual charges (calculated by reference to the charges in successive 12-month periods from the date of this Agreement) paid by the Customer under this Agreement.

13.4 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

14. **Termination**

14.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if the other party:

14.1.1 commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 (thirty) days of that party being notified in writing to do so;

14.1.2 takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

14.1.3 suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

14.1.4 financial position deteriorates to such an extent that, in the terminating party's opinion, that party's capability to adequately fulfil its obligations under this Agreement has been placed in jeopardy.

14.2 Without affecting any other right or remedy available to it, Tangent may terminate this Agreement with immediate effect by giving written notice to the Customer if:

14.2.1 the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 (thirty) days after being notified in writing to make such payment; or

14.2.2 there is a change of control of the Customer.

15. Consequences of Termination

15.1 On termination of this Agreement:

15.1.1 unless otherwise agreed in writing between the parties, all existing Statements of Work shall terminate automatically;

15.1.2 the Customer shall immediately pay to Tangent all of Tangent's outstanding unpaid invoices and interest and, in respect of the Works supplied but for which no invoice has been submitted, Tangent may submit an invoice, which shall be payable immediately on receipt;

15.1.3 Tangent shall on request return any of the Customer Materials (excluding personal data) not used up in the provision of the Works; and

15.1.4 Tangent will securely delete or destroy or, if directed in writing by the Customer, return and not retain, all or any of the personal data contained within the Customer Materials in its possession or control.

15.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of

termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

16. **Force Majeure**

16.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 4 (four) weeks, the party not affected may terminate this Agreement by giving 28 (twenty-eight) days' written notice to the affected party.

17. **Assignment and Other Dealings**

17.1 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

17.2 Tangent may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

18. **Variation**

Subject to clause 8 (Change control), no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19. **Waiver**

19.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

19.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

19.3 A party that waives a right or remedy provided under this Agreement or by law in relation to one party or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

20. **Rights and Remedies**

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

21. **Severance**

21.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

21.2 If any provision or part-provision of this Agreement is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. **Entire Agreement**

22.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

23. **Conflict**

If there is an inconsistency between any of the provisions of this Agreement and the provisions of the Schedules, the provisions of this Agreement shall prevail.

24. **No Partnership or Agency**

24.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

24.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

25. **Third Party Rights**

25.1 Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

25.2 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

26. **Notices**

26.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:

26.1.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

26.1.2 sent by fax to its main fax number or sent by email to the address specified by each party for that purpose from time to time.

26.2 Any notice or communication shall be deemed to have been received:

26.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

26.2.2 if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

26.2.3 if sent by fax or email, at 9.00 am on the next Business Day after transmission.

26.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

27. **Counterparts**

27.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

27.2 No counterpart shall be effective until each party has executed at least one counterpart.

28. Multi-tiered Dispute Resolution Procedure

28.1 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:

28.1.1 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, the project manager of the Customer and project manager of Tangent shall attempt in good faith to resolve the Dispute;

28.1.2 if the project manager of the Customer and project manager of Tangent are for any reason unable to resolve the Dispute within 30 (thirty) days of service of the Dispute Notice, the Dispute shall be referred to the managing director of the Customer and managing director of Tangent who shall attempt in good faith to resolve it; and

28.1.3 if the managing director of the Customer and managing director of Tangent are for any reason unable to resolve the Dispute within 30 (thirty) 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 (thirty) days after the date of the ADR notice.

28.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 30 which clause shall apply at all times.

28.3 If the Dispute is not resolved within 30 (thirty) 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 30 (thirty) days, or the mediation terminates before the expiration of the said period of 30 (thirty) days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 30.

29. **Governing Law**

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

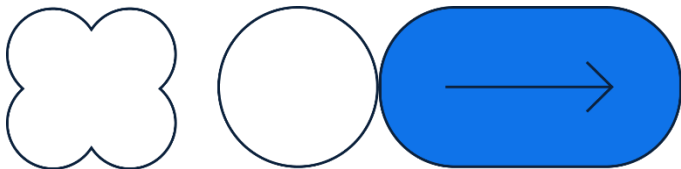
30. **Jurisdiction**

Each party irrevocably agrees that the courts of England 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 or its subject matter or formation.

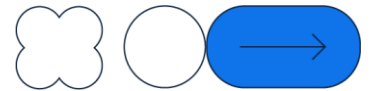
Executed on the date that appears on the front of this Agreement.

Statement of Work
[Client Name]
[Project name]

Version x.x
[dd month yyyy]



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Background

[Insert background e.g. summary of what the client does, high-level summary of the project and what they have engaged Tangent to deliver]

Project objectives

The purpose of this project is to xxx.

Specifically, the project is to achieve the following objectives:

- XX
- XX

Project description and approach

This project will consist of xx phases:

XX

XX

XX

This SoW document will detail the approach to Phases 1, 2 and 3. Separate Statements of Work will be provided for subsequent phases.

Phase 01: xx

The objective of phase one is xxx

Example activity

Description of activity

Phase 02: xx

The objective of phase two is xxx

Example activity

Description of activity

Phase 03: xx

The objective of phase three is xxx

Example activity

Description of activity

Delivery approach & governance

[Insert approach e.g. summary of phases, sprint process, team shape etc.]

Project deliverables

Deliverable	Description	Amends
Phase 1		
Deliverable 1	Description of deliverable (PDF).	1 round
Deliverable 2	Description of deliverable (PDF).	1 round
Phase 2		
Deliverable 1	Description of deliverable (PDF).	1 round
Deliverable 2	Description of deliverable (PDF).	1 round
Phase 3		
Deliverable 1	Description of deliverable (PDF).	1 round
Deliverable 2	Description of deliverable (PDF).	1 round

High level project plan

A high-level milestone plan can be found below. The schedule below is an indication of the duration and effort of the key phases of the project, the exact timeline will be agreed with you during the kick off and will depend on stakeholder availability, suggested dates have been supplied for feedback.

Milestone	Date
Milestone 1	dd/mm
Milestone 2	dd/mm
Milestone 3	dd/mm

Team

Role - Name Surname

Description of roles and responsibilities.

Role - Name Surname

Description of roles and responsibilities.

Role - Name Surname

Description of roles and responsibilities.

Fees and expenses

Fees

The fixed fee for this project will be £xx,xxx excluding VAT.

Expenses

During the project, we may incur some expenses for travel, user testing, fonts, image licenses etc. We will seek your prior approval for any expenses in excess of £xxx. Expenses will be billed monthly in arrears.

Payment schedule

Payment terms are 30 days, the payment schedule is provided below. This does not include expenses.

Milestone	Invoice date	Payment date	£ Exc. VAT
Milestone 1	dd/mm/yy	dd/mm/yy	£xx,xxx
Milestone 2	dd/mm/yy	dd/mm/yy	£xx,xxx

Purchase order

Upon agreement of this work, please raise a Purchase Order for £xx,xxx to cover fees and estimated expenses and third-party costs.

Assumptions and dependencies

Agreement

This Statement of Work is subject to the terms and conditions as set out in the Master Service Agreement dated dd month yyyy.

Client commitments

The client will appoint a Project Lead for the duration of the project.

The Client Project Lead will:

- Answer all queries within 2 business days
- Review and sign off requirements and deliverables
- Be responsible for collating all feedback and providing this to Tangent in line with the Project plan set out above
- Provide access to relevant stakeholders and provide contacts for interviews

- Attend workshops where required
- Approve all deliverables on behalf of the organisation in line with the project plan set out above

Provide a Purchase Order to cover all work before project kick off

- Provide information and assets required e.g. brand guidelines, documentation etc

Any delays in approvals, or delay in supply of documentation may adversely impact the timeline and may incur additional project costs, this will be managed through Tangent's change management process.

Project scope & exclusions

For clarity, please note the assumptions below regarding the scope of work:

- XX
- XX

The following is considered out of scope:

- XX
- XX

Change management

In the case of the following a Change Request may be issued:

- Any changes identified to planned deliverables
- Delays to feedback or sign off
- Additional rounds of amends beyond those specified
- Changes to assumptions

The Change Request will cover:

- The request
- The reason for the change
- Tangent's proposed solution
- Additional assumptions and risks
- Impact on the Project Plan and costs

No work will be undertaken without a completed and approved Change Request document.

Governance

Successful delivery of a project relies on good governance. Controlling Scope, Timeline, Budget, Quality, Risk and Communication helps the project achieve its goals.

The Project Manager will be responsible for the governance of the project and will communicate and report on:

Timeline - Report weekly progress against timeline, as well as changes to the timeline from the agreed baseline (managed under change control).

- **Scope** - Will understand and monitor the scope of the project to ensure it remains within agreed constraints. Changes in scope will be managed under change control.
- **Budget** - Any requests that require changes to budget will be scoped and agreed under change control to align budget to timeline and scope.
- **Risks and issues** - All risks and issues will be logged and monitored to mitigate their impact.
- **Actions** - any outstanding actions will be tracked week to week.

Statement of Work approval

[Client name] accept this Statement of Work as an accurate description of the scope and activities involved in delivering this project and agree to raise a purchase order for the full amount ahead of project kick off.

Accepted on behalf of [Client Name]

Signed

Date:

Name:

Role:

Accepted on behalf of Tangent

Signed

Date:

Name:

Role:

Schedule 1 - Data Processing Agreement

Data controller	
Data processor (Full company name and registered office)	Tangent Marketing Services Ltd (04323657) 4th Floor, 2 Stephen Street, London, W1T 1AN
Sub processors (if applicable) (Full company name and registered office)	Vega IT Sourcing DOO (20444681) Novosadskog Sajma 2, Novi Sad, 21000 Serbia
Scope and nature of the processing	
Purpose of the processing	
Duration of the processing	
Types of personal data to be processed	
Categories of data subjects	
Special category data types	

Signed by

.....

for and on behalf of

Tangent Marketing Services Limited

.....

*(signature of authorised
signatory)*

Signed by

.....

for and on behalf of

[insert name of company]

.....

*(signature of authorised
signatory)*