

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the “**Agreement**”) is entered into and will be effective as of the Effective Date (as defined below), by and between [[**Kubrick Group Limited**, a company incorporated in England and Wales (registered number 10035195), whose registered office is at Senator House, 85 Queen Victoria Street, London, EC4V 4AB] or [**Kubrick Consulting Inc.**, a Delaware corporation, whose correspondence address is at 535 5th Ave Fl 4, New York NY 10017-8020, USA]], whose email address for notice is legal@kubrickgroup.com (“**Kubrick**”) and [**CLIENT NAME**], a [**CLIENT STATE**], [**CLIENT ENTITY TYPE**], whose email address for notices is [**email**] (“**Client**”), (each a “**Party**” and together the “**Parties**”).

BACKGROUND

- (A) Kubrick and its Affiliates operate as an international professional services business that provides data and AI talent and consultancy services.
- (B) The Client wishes to obtain, and Kubrick agrees to provide, these services directly or through its Affiliate(s) upon the terms and conditions set out below.

AGREED TERMS

1. Definitions and Interpretation.

1.1 In this Agreement and each Statement of Work the following terms have the following meanings:

“**Affiliate**” means in relation to a person or Party, any existing or future person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with a Party from time to time;

“**Anti-Slavery Laws**” means any and all Applicable Laws anywhere in the world which relate to anti-slavery or servitude, anti-forced or compulsory labor and/or anti-human trafficking;

“**Applicable Data Protection Laws**” means any data protection laws or regulations as applicable to the Processing of Personal Data in connection with the Services, including to the extent applicable, Regulation (EU) 2016/679 of the European Parliament and any European Union Member State data protection laws implementing or supplementing GDPR (“**GDPR**”), GDPR as implemented into the laws of the United Kingdom and the United Kingdom’s Data Protection Act 2018 (“**UK GDPR**”) and California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq., including as amended by the California Privacy Rights Act of 2020, and all regulations issued thereunder (“**CCPA**”), and any law, regulation or order that implements the foregoing;

“**Applicable Law**” means any and all applicable laws, rules, statutes, statutory instruments, governmental directives, regulations, orders and other instruments having the force of law and any applicable codes of conduct, guidance and/or directions that apply to a Party in the performance of its obligations or exercise of its rights under this Agreement or any Statement of Work;

“**Charges**” means the amounts payable for the Services, as set out in the Statement of Work;

“**Confidential Information**” means any non-public, commercially sensitive information or materials belonging to, concerning or in the possession or control of a Party and/or its Affiliates which is provided, disclosed or otherwise made available to the other Party (including as a result of the operation of **Section 18**), regardless of whether directly or through entities or persons acting on such other Party’s behalf and: (i) is either marked or identified in writing as confidential, proprietary or secret or with another designation sufficient to give notice of its sensitive nature; or (ii) is of a type that a reasonable person would recognize it to be of a confidential nature;

“**Contract Manager**” means the individual(s) appointed by each Party to be responsible for managing the overall relationship between the Parties in connection with each Statement of Work, and whose details are set out in the relevant Statement of Work;

“**Control**” means, with respect to a person or Party, the power (whether direct or indirect) to direct or cause the direction of the management and policies of such person or Party, whether through the ownership of voting securities, by contract, or otherwise; and “**Controls**” and “**Controlled**” will be construed accordingly;

“Consultant” means the Kubrick employees or contractors (whether employed or otherwise engaged by Kubrick) involved in performing the Services to the Client as named in a Statement of Work;

“Client Materials” means all documents, information, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to Kubrick in connection with the Services;

“Client Policies” means the Client’s standard policies that Client maintains and applies to those working at its premises or remotely (as applicable), which will include , at a minimum, a code of conduct and policies addressing anti-bribery and sanctions, anti-modern slavery, workplace health and safety, ethics, anti-harassment and bullying, and equal employment opportunities;

“Data Subject” means the individual person to whom the Personal Data relates as defined under the Applicable Data Protection Law.

“Development Program Term” means, where applicable, the period of twenty-four (24) months from the date the relevant Consultant has completed their latest relevant Kubrick standard training and is deployed for any of Kubrick’s clients for the first time thereafter, as set out in the Statement of Work;

“Effective Date” has the meaning given to it in **Section 3**;

“Equipment” means any device, including a laptop computer, iPad, a mobile phone and a wireless service plan to the extent necessary;

“Force Majeure Event” means any cause that materially affects the performance of a Party of its respective obligations under this Agreement or a Statement of Work (as applicable) arising from acts, events or omissions beyond its control, including acts of God, riot, war, pandemics, epidemics, acts of terrorism, fire, flood, storm or earthquake and any disaster, or other potential disasters or catastrophes; or any government order, law, or actions; embargoes or blockades in effect on or after the date of this Agreement; national or regional emergency; strikes, labor stoppages or slowdowns, or other industrial disturbances; and telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials;

“Intellectual Property Rights” means any and all intellectual property rights, whether now existing or that may exist in the future, including patents, trademarks, business models, design rights, moral rights, copyrights, database rights, domain names, topography rights, rights in Know-How and trade secrets, ‘look and feel,’ rights in Confidential Information, and all similar rights (whether or not registered or capable of registration and whether subsisting in the United Kingdom, United States or any other part of the world) together with the right to apply for registration of and/or register such rights, and any and all goodwill relating or attached thereto and all extensions and renewals thereof and in each case all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the above in any jurisdiction worldwide, for the full term of such rights;

“Know-How” means any formulae, methods, processes, plans, inventions, discoveries, improvements, techniques, performance methodologies, specifications, technical information, tests, results, reports, component lists, manuals, instructions, or other proprietary information that is not generally known or easily accessible, and that is used by Kubrick in connection with the Services or otherwise;

“Losses” means all actions, proceedings, liabilities, penalties, judgments, fines, demands, fees, losses, damages, costs, charges and expenses (including reasonable legal and other professional advisers’ fees and disbursements) arising from or related to this Agreement;

“Personal Data” has either the meaning given to it in under GDPR and/or UK GDPR (as applicable) or means “personal information” as defined under CCPA, or any similar term under Applicable Data Protection Laws, under the control of each Party and/or Processed by each Party in connection with the performance of the Services;

“Process”, “Processed” or “Processing” means collecting and retaining, and “Processing” as defined under the GDPR, UK GDPR and/or CCPA or any similar term under Applicable Data Protection Laws;

“Rate Card means the daily rate for a Consultant, as set out in **Schedule 3** on which basis the Charges are calculated, where the Charges are calculated on a time and materials basis;



“**Services**” means the services requested by the Client and/or its Affiliate (which directly benefit from the Services) and provided by Kubrick, as further detailed in a Statement of Work;

“**Service Change**” means a change or amendment to a Statement of Work pursuant to Section 17.6, as is further defined in Schedule 4;

“**Service Change Request**” means the change control note to be signed by both Parties as more particularly defined in Schedule 4;

“**SOW Effective Date**” means the effective date of a Statement of Work, as detailed in that Statement of Work;

“**SOW Term**” means the period from the SOW Effective Date until the end of the duration set out in the relevant Statement of Work;

“**Statement of Work**” or “**SOW**” has the meaning given to it in Section 2.2;

“**Term**” has the meaning given to it in Section 3; and

“**VAT**” means value added tax chargeable under the Value Added Tax Act 1994, any other tax of a similar nature imposed in any country in the world.

“**Work Product**” means any output of the Services to be created or provided by or on behalf of Kubrick and/or a Consultant to the Client as specified in a Statement of Work, including all presentations, documents and/or other materials, data, reports, software and/or database updates, on any media, but excluding any Equipment provided by Kubrick.

1.2 In this Agreement:

- a) the headings are included for convenience only and will not affect the construction or interpretation of this Agreement;
- b) any reference to a Section or Schedule will (unless expressly provided otherwise) be a reference to a Section or Schedule to this Agreement. Schedules will have the same force and effect as if set out in the body of this Agreement;
- c) any reference to the singular will include the plural and vice versa and any reference to one gender will include all genders including the neuter gender;
- d) any reference to a “person” will, unless the context otherwise requires, include individuals, partnerships, corporations, limited liability companies, and all other legal entities (in each case, whether or not they have separate legal personality, and regardless of their jurisdiction of formation, incorporation, or residence);
- e) the words “include”, “includes”, “including” and “included” will be construed without limitation unless inconsistent with the context;
- f) any reference in this Agreement or any Statement of Work to Applicable Law or to any statute, statutory instrument, directive, regulation, order or other enactment will mean the same as will be amended, enacted, re-enacted, replaced, extended, modified, consolidated or repealed from time to time;
- g) references to “this Agreement” will include Schedules to this Agreement and any Statements of Work, if the context requires;
- h) references to the “Client”, a “Party” or the “Parties” will be construed as including references to a Client Affiliate where that Client Affiliate is the party to a Statement of Work;
- i) references to “Kubrick”, a “Party” or the “Parties” will be construed as including references to a Kubrick Affiliate where that Kubrick Affiliate is the party to a Statement of Work; and
- j) to the extent only of any conflict or inconsistency between the background section, Sections, Schedules and Statements of Work, the order of precedence will be as follows:
 - (i) this Section 1 (highest priority);
 - (ii) the terms of the Statement of Work; and
 - (iii) the remaining Section of, and Schedules to, this Agreement (lowest priority).



- 1.3 Where the Kubrick entity that executes this Agreement and/or a Statement of Work is incorporated in the United Kingdom, or where the Services delivered are performed in the United Kingdom, then the terms set out in **Part A** of **Schedule 1** will also form part of this Agreement. Where the Kubrick entity that executes this Agreement and/or a Statement of Work is incorporated in the United States, or where the Services delivered are performed in the United States, then the terms set out in **Part B** of **Schedule 1** will also form part of this Agreement.

2. Statements of Work.

- 2.1 This Agreement establishes a contractual framework between the parties in relation to the Services provided by Kubrick or a Kubrick Affiliate to the Client or a Client Affiliate.
- 2.2 Where the Client or a Client Affiliate wishes to procure Services, it will enter into the relevant statement of work (“**Statement of Work**”) in accordance with **Schedule 2**. Each Statement of Work will form a separate contract to which the terms of this Agreement apply. However, a Statement of Work will not be binding or have any other effect (and Kubrick will not commence the provision of any Services) until it has been duly signed by both Parties.

3. Term.

This Agreement will be effective as of the last date signed by the Parties to this Agreement (“**Effective Date**”) and will remain in effect until terminated by either Party in accordance with **Section 15** and/or **Section 17.4** of this Agreement (the “**Term**”).

4. Warranties.

- 4.1 Each Party warrants, represents and undertakes to the other Party that:
- a) it has full capacity and authority to enter into and to perform this Agreement and each Statement of Work;
 - b) it is not aware of any matters which might adversely affect its ability to perform its (or their) obligations pursuant to this Agreement and each Statement of Work; and
 - c) it will comply with all Applicable Laws in relation to its obligations under this Agreement and each Statement of Work.

5. Kubrick Obligations.

- 5.1 In respect of the Services, Kubrick will:
- a) perform the Services with reasonable skill and care;
 - b) ensure that its Consultants assigned to perform the Services have the legal right to work in the country in which they are assigned to work and are and will remain employed by or contracted to Kubrick and that there exists no employment agreement or relationship, contractual or otherwise, between the Client and any such Consultants;
 - c) to the extent necessary and permitted under any Applicable Law, Kubrick will perform background checks for all Consultants working on the Services;
 - d) facilitate meetings between the Client and the potential Consultants to allow the Client to interview and/or pre-screen the relevant candidates as may be reasonably necessary; and
 - e) be solely responsible for all matters relating to the Consultants’ employment or engagement, including, where applicable, all liabilities in relation to salaries, wages, fees, bonus or commission, expenses, national insurance and pension contributions, liability to taxation, holiday entitlement and any other duties arising out of any contract of employment or engagement and their terms, whether express or implied, provided, however, that the Client will reimburse Kubrick for any liabilities that arise out of Client’s representations to the Consultant without Kubrick’s written consent.

6. Client Obligations.

- 6.1 In respect of the receipt of the Services and to allow the Consultants to effectively perform the Services, the Client will:
- a) obtain and maintain all licenses and consents;
 - b) promptly provide Kubrick with all cooperation and resources that Kubrick may reasonably require from time to time;
 - c) upon reasonable request, provide access to or make available the following to the extent they are necessary: (i) Client's premises and other facilities; (ii) Client’s Equipment, IT systems, specific IT



infrastructure, data environments and data; and (iii) software. The Client's Equipment will be and remain in good working order and issued to the Consultant prior to the SOW Effective Date. The Client's premises shall be a safe and appropriate working environment meeting the requirements of Applicable Law;

- d) if the Client fails to provide Equipment under **Section c)** and Kubrick agrees, at Kubrick's sole discretion, to provide Kubrick's own Equipment, then the Client will provide secure access to Client's data environment and/or its information technology systems (for example via a secure virtual desktop interface or virtual private network);
- e) ensure that any development work conducted by the Consultant takes place in an appropriate environment provisioned by the Client (taking into consideration whether the environment shall be a "development", "test" or a "production" environment) and remain responsible for: (i) providing access to those environments as appropriate (specifying to the Consultants in writing the type of environment they are granted access to); and (ii) ensuring all processes (including governance processes) are followed before any code is promoted through those environments;
- f) provide the Consultants with: (i) applicable Client Policies including those related to the agreed-upon place of work and remote working; and (ii) appropriate onboarding, oversight and training with respect to the use of the Client's Equipment, systems and data, including: (a) in relation to Client's controls and Client Policies; and (b) training courses relating to data protection, rules and any industry specific regulations applicable to the Client's business, to allow the Consultants to effectively perform the Services; and
- g) allow Kubrick to suspend or withdraw the provision of the Services when Applicable Law requires Kubrick to allow or grant the Consultant time off, provided that notice of time off for a Consultant's vacation shall be given not less than seven (7) days in advance.

6.2 The Client hereby represents and warrants, at all times, that it has in place appropriate administrative, technical and organizational measures, including oversight, systems, controls and processes under which instructions are provided, to allow the Consultants to perform the Services securely in accordance with Applicable Law and Client Policies. Where **Section 6.1d)** applies, the Client shall be responsible for the security between: (i) its data environment, information technology systems and/or cloud platforms; and (ii) Kubrick's Equipment and systems. The Client therefore accepts the information security risks associated with the use of Kubrick Equipment and waives any related right under Client Policies to conduct audits or request due diligence questionnaires.

6.3 If Kubrick's or a Consultant's performance of its obligations under this Agreement or a Statement of Work, including any additional dependencies (as applicable) is prevented or delayed by any act or omission of the Client, the Client Affiliate, its agents, subcontractors, consultants or employees, Kubrick will not be liable for any Losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay or any act or omission by a Consultant taken at the Client's direction.

7. Insurance.

7.1 Each Party will maintain throughout the Term, and any SOW Term, adequate insurance coverage with a reputable insurer to cover its respective risks and liabilities under this Agreement.

7.2 Either Party will, upon the reasonable request of the other Party, provide such evidence showing that the required insurance policies are in full force and effect.

8. Non-Solicitation.

8.1 In order to protect Kubrick's legitimate business interests, the Client acknowledges and agrees that it will not, directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person, solicit, entice, or attempt to solicit or entice, in connection with employing or engaging the services of, the following individuals as an employee, director, sub-contractor, consultant or independent contractor or through any person or entity owned by such a person or his or her family during the associated non-solicitation period (except where the relevant individual responds without enticement to a job advertisement which is capable of being responded to by members of the public (or sections of it) generally, in which case this **Section 8.1** will not apply):

	Individual	Start of the non-solicitation period	End of the non-solicitation period

8.1.1	Consultants who are not hired, engaged or promoted to senior roles	From the date the individual starts working on the Services for the first time	The later of: (i) the individual completing their Development Program Term; and (i) completing a deployment to the Client under a SOW for a period of at least twelve (12) consecutive months.
8.1.2	- Consultants who are hired, engaged or promoted to senior roles; and - Individuals (other than the Consultants) employed or engaged by Kubrick who have worked on the Services at any time during the relevant SOW Term and with which the Client and/or any Client Affiliate has been in material contact		The end of a period of twelve (12) months following expiration of the Term

8.2 The restrictions in this **Section 8** will continue to apply for their respective non-solicitation periods even after the expiration or termination of this Agreement and/or the relevant Statement of Work and/or after the individual's contract with Kubrick has terminated.

8.3 The start date of the Development Program Term for each relevant Consultant will be as stated in the Statement of Work. For any replacement or additional Consultant placed with the Client after a relevant Statement of Work has been agreed, the relevant Development Program Term start date and other relevant details will be provided by Kubrick to the Client in an updated SOW within a reasonable period.

8.4 Subject to Applicable Law, the Client agrees to indemnify and hold harmless Kubrick and each Kubrick Affiliate from and against any Losses suffered or incurred by Kubrick or any Kubrick Affiliate, directly or indirectly arising (in whole or in part) out of any breach by the Client of this **Section 8**.

8.5 While the restrictions in this **Section 8** are deemed by the Parties to be fair and reasonable, each of the restrictions in this non-solicitation provision are intended to be separate and severable. If any restriction is determined to be void but would be valid if part of the wording (including any applicable definition) were deleted, such restriction will apply with as little of the wording deleted as may be necessary to render it valid and enforceable. The restrictions in this **Section 8** will not apply to any individuals who are residents of the state of California to the extent that such restriction will violate any applicable laws, including but not limited to California's Business and Professions Code Section 16600.

9. **Charges, Expenses and Invoicing.**

9.1 In consideration of the provision of the Services by Kubrick, the Client will pay the Charges together with any expenses in accordance with **Schedule 3** and the relevant Statement of Work.

9.2 If the Client fails to pay any amount due under this Agreement on the due date for payment, the Client will pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client will pay the interest together with the overdue amount of Charges and expenses.

10. **Data Protection.**

10.1 Each Party will comply with their obligations under Applicable Data Protection Laws in relation to Personal Data Processed under this Agreement and/or a Statement of Work and Personal Data relating to each Party's representatives (including the Consultant's Personal Data). This **Section 10** is in addition to, and does not relieve, remove or replace, a Party's obligations under the Applicable Data Protection Laws.

10.2 Each Party will notify the other Party without undue delay if: (i) it reasonably determines that it can no longer comply with Applicable Data Protection Laws with respect to Personal Data belonging to or directly or indirectly received from the other Party; (ii) it suffers or suspects a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, such Personal Data; or (iii) it receives any



communication from a regulatory authority in relation to the Processing of Personal Data relevant to this Agreement and/or a Statement of Work or receives a complaint or request from a data subject exercising their rights in respect of such Personal Data under Applicable Data Protection Laws which the notifying Party considers the responsibility of the other Party (in whole or in part). Upon receiving such notice or other notice of non-compliance with Applicable Data Protection Laws, the Parties will cooperate with each other as reasonably requested to allow the other Party to respond as required under Application Data Protection Laws. The Party that owns or made the Personal Data available may take reasonable steps to stop and remediate any unauthorized use of its Personal Data.

10.3 The Parties each acknowledge that they may need to Process Personal Data relating to each Party's representatives (including the Consultants' Personal Data) order to (as appropriate): (i) administer and provide the Services; (ii) request and receive the Services (and offer and promote other ancillary services, where appropriate and lawful to do so); (iii) compile, dispatch and manage the payment of invoices relating to the Services; (iv) manage the Agreement and resolve any disputes relating to it; (v) respond and/or raise general queries relating to the Services; and (vi) comply with their respective legal and regulatory obligations.

10.4 The Client hereby represents and warrants to Kubrick and will ensure that:

- a) it is authorized and has obtained all necessary and appropriate licenses, consents, clearances and notices in place to enable lawful transfer of Personal Data (and any other data) in accordance with Applicable Data Protection Laws to the Consultant or Kubrick for the duration and purposes of this Agreement if applicable;
- b) its instructions to Kubrick relating to the Processing of Personal Data will not put Kubrick in breach of Applicable Data Protection Laws; and
- c) the Client will provide an appropriate level of privacy protection to any Personal Data received from Kubrick or any Consultant.

10.5 The following provisions apply to the Processing of the Personal Data of the Client which Consultants may get access to or handle for the purpose of the provision of the Services:

- a) The Agreement anticipates that the Consultants will enter and access the Client's IT system and/or environment and potentially access and handle Personal Data for the purpose of the provision of the Services, but such activity shall only be carried out on the Client's IT systems or environment; and
- b) Kubrick shall not hold or Process any Personal Data on behalf of the Client on Kubrick's IT infrastructure or systems unless expressly agreed in writing.
- c) To the extent that Kubrick is considered "data processor" under GDPR or UK GDPR, the data processing addendum in **Part A of Schedule 5** (the "DPA") shall apply. The limitations and exclusions of liability under this Agreement will apply equally to the DPA, unless agreed otherwise in writing.
- d) If the CCPA or any other comprehensive U.S. state privacy law applies to the Processing of Personal Data in connection with the performance of the Services, then the terms set out in **Part B of Schedule 5** will also form part of this Agreement.
- e) Should other Applicable Data Protection Laws require additional terms, the Parties would negotiate them in good faith.

10.6 Each Party (the "**Indemnifying Party**" for the purpose of this **Section 10**) agrees to indemnify and hold harmless the other Party (the "**Indemnified Party**" for the purpose of this **Section 10**) from and against any and all third-party Losses suffered or incurred by the Indemnified Party as a result of the Indemnifying Party's breach of the data protection provisions set out in this **Section 10**, and provided that: (i) the Indemnified Party gives the Indemnifying Party prompt written notice of any circumstances of which it is aware that give rise to an indemnity claim under this **Section 10**; and (ii) the Indemnified Party takes reasonable steps and actions to mitigate any ongoing Loss it may suffer as a consequence of the Indemnifying Party's breach. For the avoidance of doubt, to the extent that a breach is caused by the Consultant, due to the Client's non-compliance with this **Section 10**, Kubrick will not be liable for any resulting Loss.

11. Intellectual Property Rights.

11.1 Each Party and each Party's respective Affiliates will, from creation, own and/or retain all such rights in and to any and all Intellectual Property Rights: (i) owned by or licensed to such Party prior to entering into this Agreement or Statement of Work; (ii) created and/or developed after the Effective Date or SOW Effective Date but independently of this Agreement or any Statement of Work; and (iii) which are created and/or developed by

that Party (or on behalf of such Party) during the Term or SOW Term and in connection with this Agreement or Statement of Work (including, in the case of Kubrick, by Consultants), at all times except as otherwise set out in this **Section 11** (together the “**Retained IPR**”).

11.2 In relation to the Client Materials:

- a) the Client and/or the relevant Client Affiliate and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials; and
- b) the Client and/or the relevant Client Affiliate grants Kubrick (and its Affiliates and subcontractors) a fully paid-up, non-exclusive, royalty-free, non-transferable license to copy, modify and otherwise use the Client Materials for the Term for the purpose of providing the Services to the Client.

11.3 In relation to the Work Product:

- a) Kubrick and its licensors shall retain ownership of all Intellectual Property Rights in the Work Product (including any improvements made thereto), excluding any Client Materials included in those Work Products and excluding any Work Product that: (i) is expressly identified in writing as an output from the Talent Services; or (ii) is expressly identified in writing as an output from any Service other than Talent Services and where it has been expressly identified in the relevant Statement of Work that ownership of that Work Product shall vest in the Client (together the “**Client-Owned Work Product**”);
- b) The Intellectual Property Rights in any Client-Owned Work Product will be the property of and vest in the Client from the time of their creation, and Kubrick hereby assigns to the Client (by way of present assignment of the future copyright, design right and/or database right) all future copyright, design right and/or database rights that Kubrick holds in any Client-Owned Work Product created by it on or after the date of the relevant Statement of Work; and
- c) Kubrick grants the Client or the relevant Client Affiliate, or shall procure the direct grant to the Client of, a fully-paid up, worldwide, revocable, non-exclusive, non-transferable, royalty-free perpetual license to copy and modify the Work Product (excluding the Client Materials and any Client-Owned Work Product) for the purpose of receiving and using the Services and the Work Product in its business only (and not for the benefit of any other business or commercial venture).

11.4 Nothing in this Agreement will prevent a Party from using in any way it sees fit and disclosing to its other clients and suppliers any generic knowledge, Know-How, skills and expertise retained in the memories of its employees, and any programming tools, software, materials, problem-solving methodologies and associated checklists, templates or forms developed in performance of the Services which may have general application in the fields of information technology and business management. However, nothing in this **Section 11.4** shall permit the use or disclosure of Confidential Information of the other Party.

12. Confidentiality.

12.1 Each Party will:

- a) keep Confidential Information of the disclosing Party strictly confidential and will safeguard such Confidential Information from unauthorized disclosure, reproduction, or use and only disclose it in accordance with **Section 12.2**; and
- b) use Confidential Information of the disclosing Party solely for the purpose and to the extent necessary for the performance of its respective obligations under this Agreement or to the extent necessary for the provision or receipt of Services under a Statement of Work.

12.2 Notwithstanding **Section 12.1**, each Party may disclose the other Party’s Confidential Information:

- a) to its and its Affiliates’ employees, officers, representatives, subcontractors, consultants or professional advisers who have a legitimate need to know such information for the purposes of this Agreement or any Statement of Work, provided that such disclosure is subject to confidentiality obligations that are at least as stringent as those applicable to the Parties hereunder and for the purpose and to the extent necessary for the performance of the Agreement; and
- b) as may be required by Applicable Law, a court of competent jurisdiction or any governmental or regulatory authority, provided that the disclosing Party is notified in advance of such disclosure, unless prohibited by law.

12.3 Each Party’s Confidential Information will remain the exclusive property of that Party.



- 12.4 The obligations contained in **Section 12.1** will not apply to any Confidential Information of either Party to the extent:
- a) such Confidential Information was publicly available or generally known to the public or lawfully in the possession of the other Party at the time of the disclosure, provided, however, that:
 - (i) such Confidential Information has not entered the public domain through any fault or action of the other Party that has the obligation of confidentiality; and
 - (ii) the fact that general information may be in or becomes part of the public domain, in and of itself, does not exclude any specific information from the obligations of this Agreement;
 - b) such Confidential Information was lawfully available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party;
 - c) such Confidential Information has been received from a third party who did not breach any confidentiality obligation in providing the Confidential Information and who is free to disclose it to the receiving Party without limitation; or
 - d) the Parties agree in writing the Confidential Information may be disclosed.
- 12.5 Client will not (i) sell or share Personal Data pertaining to the Consultants, nor (ii) retain, use or disclose such Personal Data for any purpose other than to obtain the Services in accordance with the Agreement (including any applicable Statement of Work).
- 12.6 This **Section 12** will survive the expiration or termination of this Agreement for a period of five (5) years.
13. **Announcements.**
- Kubrick is entitled to use the Client's name and logo for marketing and publicly purposes, in the context of making a general statement about the Services, without obtaining the Client's prior written consent for the duration of the Term plus an additional two (2) years after the date of termination or expiration of this Agreement. At the written request of the Client at any time, Kubrick will cease, as soon as reasonably practicable, the use of the Client's name for such marketing purposes.
14. **Liabilities.**
- 14.1 SUBJECT TO **SECTION 14.2** THROUGH **14.6**, EACH PARTY'S (AND ITS AFFILIATES') AGGREGATE LIABILITY TO THE OTHER PARTY (AND SUCH PARTY'S AFFILIATES) IN RESPECT OF ALL CAUSES OF ACTION (INCLUDING ALL LOSSES) ARISING OUT OF OR IN CONNECTION WITH EACH STATEMENT OF WORK WILL BE LIMITED TO THE GREATER OF:
- (i) AN AMOUNT EQUAL TO 100% OF THE CHARGES PAID OR PAYABLE UNDER THAT STATEMENT OF WORK IN THE TWELVE (12) MONTHS' PRIOR TO THE LIABILITY ARISING; AND
 - (ii) A SUM OF ONE HUNDRED THOUSAND POUNDS STERLING (£100,000);
- 14.2 BY EXCEPTION TO **SECTION 14.1**, EACH PARTY'S (AND ITS AFFILIATES') AGGREGATE LIABILITY TO THE OTHER PARTY (AND THE AFFILIATES OF THE OTHER PARTY) IN RESPECT OF ALL CAUSES OF ACTION (INCLUDING ALL LOSSES) WILL BE LIMITED TO A SUM OF FIVE HUNDRED THOUSAND POUNDS STERLING (£500,000) IF THE STATEMENT OF WORK RELATES TO TALENT SERVICES (AS THAT TERM IS DEFINED IN **SCHEDULE 2**).
- 14.3 IN THE EVENT THAT NO STATEMENT OF WORK HAS BEEN ENTERED INTO AT THE TIME A LOSS IS INCURRED UNDER THIS AGREEMENT, EACH PARTY'S (AND ITS AFFILIATES') TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY (AND THE AFFILIATES OF THE OTHER PARTY) UNDER THIS AGREEMENT WILL BE NO GREATER THAN ONE HUNDRED THOUSAND POUNDS STERLING (£100,000).
- 14.4 NOTWITHSTANDING **SECTIONS 14.1** THROUGH **14.3** AND SUBJECT TO **SECTIONS 14.5** AND **14.6**, EACH PARTY'S (AND ITS AFFILIATES') TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY (AND SUCH PARTY'S AFFILIATES) UNDER THIS AGREEMENT IN RELATION TO DATA PROTECTION (INCLUDING UNDER **SECTION 10** AND **SCHEDULE 5**) AND ANY BREACH OF **SECTION 12** (CONFIDENTIALITY) WILL BE NO GREATER THAN ONE MILLION POUNDS STERLING (£1,000,000). THIS LIMITATION OF LIABILITY IN RELATION TO DATA PROTECTION



AND CONFIDENTIALITY WILL BE IN ADDITION TO AND SEPARATE FROM THE LIABILITY CAPS UNDER **SECTION 14.1** TO **14.3**.

14.5 NOTHING IN THIS AGREEMENT WILL LIMIT OR EXCLUDE EITHER PARTY'S (OR ITS AFFILIATES') LIABILITY FOR:

- a) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR THE NEGLIGENCE OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS;
- b) FRAUD OR FRAUDULENT MISREPRESENTATION;
- c) ANY MATTER FOR WHICH IT IS NOT PERMITTED BY LAW TO EXCLUDE OR LIMIT ITS LIABILITY;
- d) ANY USE OF WORK PRODUCT (THAT IS NOT CLIENT-OWNED WORK PRODUCT) BY THE CLIENT OUTSIDE OF THE SCOPE OF THE LICENSE THAT IS SET OUT IN **SECTION 11.3c**; AND
- e) ANY BREACH OF **SECTION 8** (NON-SOLICITATION), INCLUDING THE INDEMNITY PROVIDED AT **SECTION 8.4**.

14.6 SUBJECT TO **SECTION 14.5**, NEITHER PARTY (NOR ITS AFFILIATES) SHALL HAVE ANY LIABILITY TO THE OTHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR A STATEMENT OF WORK, FOR ANY OF THE FOLLOWING: CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, SALES OR BUSINESS OR DIMINUTION IN VALUE, LOSS OF OR DAMAGE TO GOODWILL, LOSS OF USE OR CORRUPTION OF SOFTWARE, DATA OR INFORMATION, REGARDLESS OF (I) WHETHER THE LOSSES WERE DIRECT OR INDIRECT, (II) WHETHER THE DAMAGES WERE FORESEEABLE, AND/OR (III) WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES.

14.7 FOR THE PURPOSES OF THIS **SECTION 14**, "LIABILITY" MEANS LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, MISREPRESENTATION, RESTITUTION, UNDER STATUTE OR OTHERWISE INCLUDING ANY VICARIOUS LIABILITY AND UNDER AN INDEMNITY AND ANY LIABILITY ARISING FROM A BREACH OF, OR A FAILURE TO PERFORM OR DEFECT OR DELAY IN PERFORMANCE OF, ANY OF A PARTY'S OBLIGATIONS UNDER THIS AGREEMENT, IN EACH CASE HOWSOEVER CAUSED, INCLUDING IF CAUSED BY NEGLIGENCE.

15. Termination.

15.1 Without prejudice to any other rights or remedies:

- a) either Party may terminate this Agreement for convenience on no less than ninety (90) days' prior written notice to the other Party; and
- b) either Party may terminate one or more Statements of Work for the provision of Talent Services (as specified in the notice of termination) for convenience upon no less than thirty (30) days' prior written notice to the other Party, or any shorter period of notice as may otherwise be specified in a Statement of Work.

15.2 Notwithstanding the provisions of **Section 15.1**, either Party may terminate this Agreement or one or more Statements of Work (as specified in the notice of termination) with immediate effect on written notice if:

- a) the other Party commits a material breach of any other term of this Agreement or Statement of Work which breach is incapable of cure, or if such breach is capable of cure, the breaching Party fails to remedy that breach within a period of thirty (30) days after receiving written notice thereof;
- b) the other Party commences bankruptcy or dissolution proceedings, becomes insolvent or takes any step or action in connection with its entering into 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), has a receiver appointed to a substantial part of its assets, ceases to operate in the ordinary course of business or, undertakes any analogous procedure in the relevant jurisdiction;
- c) the other Party suspends or ceases, or threatens to suspend or cease, all or a substantial part of its business operations, except in connection with a solvent restructuring or re-organisation; or



d) the other Party commits a breach of Applicable Laws.

15.3 Without limiting any other right or remedy available to it, Kubrick may suspend or terminate this Agreement or one or more Statements of Work with immediate effect upon written notice to the Client if the Client fails to pay any amount due under this Agreement or Statement of Work on the due date for payment and remains in default for at least thirty (30) days after Kubrick's written notice regarding such payment.

16. Post-Termination Obligations.

16.1 Upon termination of this Agreement for any reason, each Statement of Work then in force at the date of such termination will continue in force for the remainder of its term, unless earlier terminated in accordance with the terms of such Statement of Work.

16.2 Termination of a Statement of Work will not affect any other Statement of Work or this Agreement.

16.3 Upon termination or expiration of this Agreement or any Statement of Work:

- a) the Client will immediately pay to Kubrick all of Kubrick's outstanding unpaid invoices and interest (if applicable) and, in respect of the Services supplied but for which no invoice has been submitted, Kubrick may submit an invoice, which will be payable immediately on receipt;
- b) the Client will promptly deliver to Kubrick all documents, materials and records relating to the Services in the Client's possession or under its control;
- c) the Client will return all of Kubrick's Equipment. If the Client fails to do so, then Kubrick may enter the Client's premises and take possession of them. Until they have been returned or repossessed, the Client will be solely responsible for their safe keeping; and
- d) either Party, as a receiving Party, will, on the request of the disclosing Party, return to the other any Confidential Information belonging to the disclosing Party (including any copies), provided that the receiving Party may retain any of the disclosing Party's Confidential Information which it is required to keep to comply with Applicable Law or which it is required to retain for insurance, accounting or taxation purposes or, in the case of Kubrick, is required for its internal records in respect of the Services. **Section 12** shall continue to apply to retained Confidential Information and records, which may only be used for such purposes.

16.4 The following sections shall continue in full force and effect regardless of expiration or termination of this Agreement or any Statement of Work: **Section 1** (Definitions and Interpretation), **Section 8** (Non-Solicitation), **Section 10** (Data Protection), **Section 11** (Intellectual Property Rights), **Section 12** (Confidentiality), **Section 14** (Liabilities), **Section 15** (Termination), **Section 16** (Post Termination Obligations), **Section 17.7** (Waiver), **Section 17.9** (Severance), **Section 18** (Dispute Resolution Procedure) and **Section 19** (Governing Law and Jurisdiction).

16.5 Any termination or expiration of this Agreement will not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiration, including the right to seek damages for any breach of this Agreement or any Statement of Work that occurred prior to or on the date of termination or expiration.

17. General.

17.1 **Anti-Corruption and Sanctions.** Each Party will, and will procure that its Affiliates, officers, employees, agents, and sub-contractors will comply with all Applicable Laws relating to anti-bribery and/or anti-corruption, and its own anti-bribery and anti-corruption policy. Each Party will promptly notify the other Party in writing of any breach or suspected breach of this **Section 17**. Each Party further agrees to comply with all Applicable Laws relating to any anti-tax evasion, including the following: the Criminal Finances Act 2017, all applicable trade economic or financial sanctions laws, regulations embargoes or restrictive measures administered enacted or enforced by any sanctions authority from time to time (including the Security Council of the United Nations, the United States, the United Kingdom and/or the European Union and its member states), each as amended or updated from time to time. Any breach of this **Section 17.1** shall be a material breach of this Agreement.

17.2 **Anti-Slavery.** Each Party will not and will procure that its Affiliates and sub-contractors will not engage in any practice that amounts to: (i) slavery or servitude; (ii) forced or compulsory labor; (iii) human trafficking; and/or (iv) the arranging or facilitation of the travel of another person with a view to that person being exploited. Each Party will ensure that its respective code of conduct or policies that relate to its supply chains or business partners include adequate provisions in respect of personnel responsibilities and reporting of any breaches of this **Section 17.2** and/or such codes and policies, consequences for any breach of this clause and/or such codes or policies, and prompt communication to third-party business partners regarding any such aforementioned breach. Each



Party and each of its Affiliates will: (a) comply with Anti-Slavery Laws at all times; and (b) not commit any act or omission which causes or could cause the other Party or any of its Affiliate to breach, or commit an offence under, any Anti-Slavery Law. The Client will immediately give written notice to Kubrick upon a breach, or suspected breach, of any of its obligations referred to in this **Section 17.2** occurring. The notice will set out full details of the breach or suspected breach or non-compliance.

- 17.3 **Equal Opportunities.** Each Party will be committed to promoting equality, diversity and inclusion in all their activities, processes, and culture and especially when selecting or employing employees or consultants such as the Consultants. This includes promoting equality and diversity for all, irrespective of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation or other prohibited distinctions. Where applicable, each Party will operate this commitment in accordance with Applicable Laws. Each Party will actively consider any equality and diversity issues which may arise. Where relevant, each Party will take disciplinary action irrespective of the causes of any suspected misconduct, provided, however, that the Client will not take any action against, or communicate with the Consultant in connection with, any disciplinary action without Kubrick's written consent.
- 17.4 **Force Majeure.** Neither Party will be liable for any delay or failure to perform its obligations under this Agreement or any SOW (except for any payment obligations) due to a Force Majeure Event. The Party affected by a Force Majeure Event shall use commercially reasonable efforts to resume performance as soon as practicable and will promptly notify the other Party in writing of the details of the delay or failure. The affected Party shall also consult with the other Party regarding the delay or failure as appropriate. If the Force Majeure Event continues for a period of more than two (2) consecutive weeks, either Party may terminate this Agreement and any Statements of Work by providing two (2) weeks' written notice to the other Party. Such termination will be without prejudice to the rights of the Parties with respect to any breach of this Agreement occurring prior to the termination. In the event of any termination by Client due to a Force Majeure Event, Client will be responsible for its post-termination obligations pursuant to **Section 16.3** of this Agreement.
- 17.5 **Assignment.** The Client will not assign, transfer, subcontract, or otherwise delegate its rights or obligations under this Agreement without the prior written consent of Kubrick. Kubrick may assign, transfer, subcontract, or otherwise delegate its rights and obligations under this Agreement without the consent of the Client.
- 17.6 **Service Change.** Either Party may submit a written request for a Service Change to the other Party in accordance with this **Section 17.6** and the procedure outlined in **Schedule 4**. However, no Service Change will come into effect unless a Service Change Request has been signed by the authorized representatives of both Parties. No other amendments to this Agreement will be valid or effective unless made in writing and signed by authorized representatives of both Parties.
- 17.7 **Waiver.** A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and will not be deemed a waiver of any other or subsequent breach or default. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law will not constitute a waiver of that or any other right or remedy, nor will 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 will prevent or restrict the further exercise of that or any other right or remedy. 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.
- 17.8 **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.
- 17.9 **Severance.** If any provision or part of this Agreement (including any SOW) is found to be invalid, illegal, or unenforceable, it will 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 of this Agreement (including any SOW) will be deemed deleted. Any modification to or deletion of a provision or part of this Agreement will not affect the validity and enforceability of the rest of this Agreement. If one Party notifies the other Party of the possibility that any provision or part of this Agreement is invalid, illegal or unenforceable, 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 intended commercial result of the original provision.
- 17.10 **Entire Agreement.** This Agreement (including all exhibits and documents referenced herein), any DPA and all Statements of Work constitute the entire agreement between the Parties and supersedes and prevails over any prior agreement or arrangement in respect of its subject matter and the terms or conditions of any purchase order or any other terms and conditions a Party may issue. Nothing in this **Section 17.10** will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation. Each



Party acknowledges that in entering into this Agreement, it does not rely on any statement, representation, warranty or understanding other than those expressly set out in this Agreement.

- 17.11 **Relationship Between Parties.** Nothing in this Agreement is intended to, or will be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorize any Party to make or enter into any commitments for or on behalf of any other Party.
- 17.12 **Third-Party Rights.** Only a Party to this Agreement may enforce any term of this Agreement on behalf of any of its respective Affiliates that have directly entered into a Statement of Work pursuant to this Agreement and will be entitled to recover from the other Party any losses suffered by any such Affiliate arising out of or in connection with this Agreement or relevant Statement of Work, as though such losses have been suffered by that Party. Each and every obligation of, and right granted by, a Party is owed to and for the benefit of the other Party and the other Party's respective Affiliates that have directly entered into a Statement of Work. The Parties may vary or rescind this Agreement without the consent of any Kubrick Affiliate and/or Client Affiliate.
- 17.13 **Notices.** Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be valid if: (i) sent by registered or certified mail, return receipt requested and postage prepaid; (ii) sent by express mail or courier service providing a receipt of delivery; or (iii) sent by email with subject line beginning with "NOTICE", to the street address or e-mail address set out at the start of this Agreement (or updated from time to time as notified in writing by the relevant Party to the other). Any notice shall be deemed to have been received on signature of a delivery receipt, or if sent by email, at 9.00am on the next Business Day after transmission. This **Section 17.13** 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 which shall only be effective if it is in writing and signed by or on behalf of the Party giving it.
- 17.14 **Counterparts.** This Agreement may be executed in any number of counterparts, and by the Parties on separate counterpart, but shall not be effective until each Party has executed at least one counterpart. Each counterpart, when executed and delivered, shall constitute an original of this Agreement, and all counterparts shall together constitute one and the same instrument.
18. **Dispute Resolution Procedure.**
- 18.1 For any queries or general feedback, Client shall in the first instance contact the Contract Manager. 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 will attempt in good faith to settle any Dispute that may arise out of or in connection with this Agreement in accordance with the procedure set out in this **Section 18:**
- a) either Party will 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 Contract Managers will attempt in good faith to resolve the Dispute;
 - b) if the Contract Managers are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute will be referred to a director (or similar authority) of the Client and a director of Kubrick who will attempt in good faith to resolve it; and
 - c) if the Client's director and a Kubrick director are unable to resolve the Dispute within thirty (30) days after it has been referred to them, the Parties will attempt to resolve the Dispute through mediation in accordance with the CEDR Model Mediation Procedure, or (if the Client and Kubrick are both incorporated in the United States) the American Arbitration Association's (AAA) Commercial Mediation Rules, or in either case, any other mutually agreed mediation procedure. Unless otherwise agreed by the Parties, the mediator will be selected by the agreed mediation organization. To initiate the mediation, a Party must serve written notice (the "**ADR Notice**") to the other Party, requesting mediation of the Dispute. A copy of the ADR Notice must also be sent to the mediation organization. The mediation shall commence no later than thirty (30) days after the date the ADR Notice is served.
- 18.2 The commencement of mediation will not prevent the Parties commencing or continuing court proceedings in relation to the Dispute under **Section 18.1** which will apply at all times. The existence of the Dispute shall be kept confidential by each Party (but this shall not prevent a Party taking steps to determine a Dispute under **Section 18.1**).
- 18.3 If the Dispute is not resolved within thirty (30) 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 such thirty (30) day notice



period, or the mediation terminates before the expiration of such thirty (30) day notice period, the Dispute will be finally resolved by the courts having jurisdiction in accordance with **Section 19** of this Agreement.

19. Governing Law and Jurisdiction.

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by, construed and enforced in accordance with the laws of [England and Wales] [the State of New York], excluding its principles of conflicts of law. The Parties hereby irrevocably and unconditionally consent to the exclusive jurisdiction of the courts of [England and Wales][the State of New York and the courts of the United States located in the State of New York] for any actions, suits, or proceedings arising out of or relating to this Agreement and any Statement of Work and the transactions contemplated hereby, and each Party agrees not to commence any action, suit, or proceeding relating hereto except in those courts. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY OF THEM AGAINST ANY OTHER PARTY HERETO IN ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.



IN WITNESS where the Parties have executed this Agreement by the authorized representatives on the date set out below.

SIGNED for and on behalf of

[[Kubrick Group Limited] or [Kubrick Consulting Inc]]¹

SIGNED for and on behalf of

[FULL NAME OF CLIENT]

Signature

Name:

Title:

Date:

Signature

Name:

Title:

Date:

¹ If the contracting party is Kubrick Group Limited, signature on behalf of Kubrick Consulting Inc is also required in Annex 1 of Schedule 5



Schedule 1

Local Law Terms

Part A - Terms for the United Kingdom²

1. Definitions and Interpretation.

1.1 In this **Part A** of **Schedule 1** the following terms have the following meanings:

“**Business Day**” means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are generally open for business, or as otherwise agreed in a Statement of Work;

The below clause titled “General” is to be added as a new clause in the Agreement:

2. General.

2.1 Save as provided for in **Section 17.12** to the Agreement, the Parties do not intend that any term of this Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999.

3. Ancillary Expenses.

3.1 In respect of expenses:

- a) where the Client requires the Consultant to provide the Services permanently inside a one-hour commute from a major London train station, expenses will be payable should the Consultant’s journey deviate from their regular journey to work;
- b) where the Client requires the Consultant to work up to two (2) days a week in its office, with each individual journey not exceeding a period of 2 hours, the cost of travel and/or accommodation is paid for by the Client (with a cap of £250 (two hundred and fifty pounds sterling) for each individual trip);
- c) where the Client requires the Consultant to attend ad-hoc team meetings away from the base location, expenses will be charged to the Client as standard; and
- d) all other travel requested by the Client (whether daily or weekly), will be paid by the Client in accordance with Kubrick’s expenses policy (which will be as communicated to the Client by Kubrick from time to time) or as otherwise agreed by the parties in writing in advance.

4. Relocation Allowance.

4.1 Notwithstanding **paragraph 3** above, if the Client requests that the Consultant permanently relocate from their current location to another location more than one-hour commute from a major London train station then the following clauses will apply:

- a) in accordance with Kubrick’s expenses policy and subject to prior agreement between the Client and Kubrick, on written request by the Client, Kubrick and/or the Consultant will provide the Client with evidence of expenses incurred by Kubrick or the Consultant in relation to the provision of the Services (including costs incurred for travel);
- b) where the Client requires the Consultant to work more than 3 days a week in their office, an allowance of £50 per day, per Consultant, is payable where the Consultant’s place of work is outside a one-hour ‘station to door’ commute from a major London train station (such as Euston, Kings Cross, London Bridge, Paddington and Waterloo). The allowance is payable for 6 months from the date of the Consultant’s first office visit for days worked by the Consultant;
- c) payments will be made up front by the Consultant and claimed back via expenses (with VAT receipts). Kubrick will invoice for the allowance together with days worked at the end of the month; and
- d) the allowance will rise to £120 per day (per Consultant) for four consecutive weeks if the Client provides less than 5 weeks’ notice (counted backwards from the earliest day the Consultant is available) that there is a required relocation of a Consultant.

² Mark Part A as “not used” if it’s certain that no services will be rendered in the UK



Part B – Terms for the United States³

5. Definitions and Interpretation.

5.1 In this Schedule the following terms have the following meanings, and where any such term is duplicated in the Agreement, the definition in this Schedule will take precedence:

“**Business Day**” means a day (other than a Saturday, Sunday or public holiday in the USA) when banks in New York are generally open for business, or as otherwise agreed in a Statement of Work.

5.2 Unless agreed otherwise in writing, the amounts expressed in the Agreement in Pounds Sterling will be understood as their equivalent in United States Dollars if in relation to Services provided or to be provided in the United States.

The below section titled “General” is to be added as a new section in the Agreement:

6. General.

6.1 The Parties agree that the Services provided by Kubrick under this Agreement will be as an independent contractor, and nothing in this Agreement will be construed to create an employer-employee, principal-agent, or other legal relationship (including partnerships or joint ventures) between the Client and Kubrick.

6.2 The Parties acknowledge that neither Party has, nor will be deemed to have, the authority to bind the other Party.

6.3 The Client has no financial responsibility of any kind towards the Consultant or Kubrick’s employees except for the compensation provided in this Agreement. Kubrick understands and agrees that as an independent contractor: (i) Kubrick is fully responsible for its own federal, state, and local taxes and the taxes of its owners and employees; (ii) Kubrick and its owners and employees are not eligible to participate in any employee benefit program offered by the Client to its employees including any health, disability or life insurance, retirement benefits, or other welfare or pension benefits; (iii) Kubrick and its owners and employees are not covered under the Client’s worker’s compensation insurance or state unemployment insurance coverage; and (iv) Kubrick is solely responsible for securing, at its own cost, all insurance coverage as may be required by law.

The below section titled “Consultant Management” is to be added as a new section in the Agreement:

7. Consultant Management.

7.1 The Client will indemnify, defend and hold harmless Kubrick and each Kubrick Affiliate from and against any and all Losses suffered or incurred by Kubrick or any Kubrick Affiliate, directly or indirectly arising (in whole or in part) in connection with any Consultant’s employment and/or engagement by Kubrick or any Kubrick Affiliate, provided, however, that such Losses arise, directly or indirectly, without Kubrick’s consent, from the Client’s violation of this Agreement, unauthorized representations to such Consultant, and/or violations of any Applicable Law.

The below section titled “Charges, Expenses and Invoicing” is to replace **Section 9** (Charges, Expenses and Invoicing) of the Agreement:

8. Charges, Expenses and Invoicing.

8.1 In consideration of the provision of the Services by Kubrick, the Client will pay the Charges together with any expenses in accordance with **Schedule 3** and the relevant Statement of Work.

8.2 If the Client fails to pay any amount due under this Agreement on the due date for payment, the Client will pay interest on the overdue amount in the amount of: (i) one and one-half percent (1.5%) of the outstanding balance per month; or (ii) the maximum rate permitted by Applicable Law (whichever is greater). Such interest will accrue on a daily basis from the due date until the overdue amount is paid in full, whether before or after judgment. The Client will pay the accrued interest together with the overdue amount of all Charges and expenses.

³ This schedule currently covers the states of NY, Texas, Massachusetts, North Carolina, Florida, Delaware, Georgia. For other states, please consult the legal team. Mark Part B as “not used” if it’s certain that no services will be rendered in the US

9. **Ancillary Expenses.**

- 9.1 The Parties agree and acknowledge that Consultant shall only perform Services remotely or at Client's premises that have been agreed by the Parties. Client may require the Consultant to attend meetings in person at another location, provided that Client acts reasonably and covers the expenses which will be charged to Client in accordance with the Kubrick expenses policy (which will be communicated from time to time).



Schedule 2

Services and Template Statements of Work

1. Services

1.1 In this Agreement and each Statement of Work, the following terms have the following meanings:

“**Solution Services**” means professional, structured outcome driven services the execution of which is led by Kubrick, as further described in the relevant Statement of Work; and

“**Talent Services**” means the talent augmentation services for the supply of Consultants who operate under the day-to-day management of the Client, as further described in the relevant Statement of Work.

1.2 This **Schedule 2** sets out:

- a) in **Part A**, the terms that apply to Talent Services;
- b) in **Part B**, the template Statement of Work to be entered into by the Parties for Talent Services;
- c) in **Part C**, the terms that apply to Solution Services; and
- d) in **Part D**, the template Statement of Work to be entered into by the Parties for Solution Services.

1.3 If the Client wishes to procure, and Kubrick wishes to provide:

- a) Talent Services, the Parties shall enter into a Statement of Work using the template set out in **Part B** of this **Schedule 2** and the terms set out in **Part A** of this **Schedule 2** shall apply; and
- b) Solution Services, the Parties shall enter into a Statement of Work using the template set out in **Part D** of this **Schedule 2** and the terms set out in **Part C** of this **Schedule 2** shall apply.

Part A – Terms Applicable to Talent Services

1. General

The terms set out in this **Part A** of **Schedule 2** apply where the Statement of Work entered into between the parties is for Talent Services and apply in addition to those set out in the Agreement.

2. Consultants for the Talent Services

2.1 The Consultants deployed by Kubrick to the Client for the Talent Services are those set out in the relevant Statement of Work.

2.2 Kubrick may in exceptional circumstances change the Services and/or with the agreement of the Client, change the relevant Consultant, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

3. Kubrick Obligations

4. In its provision of the Talent Services, Kubrick will ensure that the Consultants act reasonably and in good faith to complete the Talent Services promptly and will follow any reasonable instructions of the Client consistent with the applicable Talent Services, where those instructions do not contradict the terms of this Agreement and/or cause Kubrick to breach Applicable Law.

5. Client Obligations

5.1 The Client acknowledges and agrees that:

- a) it will have authority to direct the activities of the Consultants in respect of the Talent Services
- b) if it fails to arrange for and provide suitable Equipment to the Consultant in accordance with **Section 6.1** of the Agreement (such as, for clarity, a laptop), then the Client shall be liable to pay Kubrick a sum of £200 per month per Consultant for the use of Kubrick's Equipment and/or for Kubrick arranging alternative Equipment for each relevant Consultant. Kubrick may invoice the Client for this fee in accordance with the provisions of **Schedule 3**;
- c) if it causes damage to any of Kubrick's Equipment, then the Client shall be liable to pay Kubrick a sum of £2,000. Kubrick may invoice the Client for this fee in accordance with the provisions of **Schedule 3**; and
- d) all Equipment and tools, supplied by Kubrick to the Client will, at all times be and remain as between Kubrick and the Client the exclusive property of Kubrick.

6. Charges, Expenses and Invoicing

6.1 The Charges for Talent Services will be calculated on a time and materials basis in accordance with the provisions of **Schedule 3**, unless specified otherwise in the relevant Statement of Work.

7. Consultant Management

7.1 The Parties will inform the other in writing of any substantial issues which may arise during the relevant SOW Term relating to the Consultants or their employment as soon as reasonably practicable after they arise, including where a Consultant is not properly performing the Talent Services in accordance with the relevant Statement of Work ("**Performance Notice**").

7.2 Where the Client provides Kubrick with a Performance Notice and Kubrick agrees there is an issue, Kubrick will have fifteen (15) Business Days to rectify the reported performance issues ("**Rectification Period**").

7.3 If, following the Rectification Period, the Client, acting reasonably, requires the removal of a Consultant during the relevant SOW Term, the Client must provide Kubrick with no less than forty five (45) Business Days prior written notice. Upon receipt of such notice, Kubrick will use reasonable efforts to remove the Consultant within an agreed time period and, if the Client elects to do so, will replace that Consultant with an agreed alternative Consultant as soon as reasonably practicable.

7.4 Notwithstanding the foregoing, if the Client reasonably believes a Consultant has materially breached this Agreement, a Statement of Work, or any Client Policies (which have been communicated in writing to the Consultant with sufficient notice), the Client will immediately inform the Kubrick Contract Manager and provide any evidence Kubrick may reasonably require to investigate such a complaint and allow a reasonable period for the complaint to be investigated before requesting their removal under this section.

- 7.5 In the event the Client requires Kubrick to train the Consultant outside the original scope of the Talent Services under the relevant Statement of Work, the Client will submit a Service Change Request and will be solely responsible for any costs and expenses incurred.

Part B - Talent Services Statement of Work Template

THIS STATEMENT OF WORK is entered into and shall be effective as of the last date signed by the Parties, by and between [[Kubrick Group Limited, a company incorporated in England and Wales (company number 10035195) whose registered office is at Senator House, 85 Queen Victoria Street, London, EC4V 4AB] or [Kubrick Consulting Inc, a Delaware corporation, whose correspondence address is at 535 5th Ave Fl 4, New York NY 10017-8020, USA]] (“Kubrick”) and [CLIENT NAME], a [CLIENT STATE] [CLIENT ENTITY TYPE] (“Client”), (each a “Party” and together the “Parties”).

BACKGROUND

- (A) Kubrick (or its Affiliate) and the Client (or its Affiliate) have entered into a Master Services Agreement dated [DATE] allowing the Client or any Client Affiliate to request services from Kubrick (the “Agreement”).
- (B) Pursuant to the Agreement, the Client wishes Kubrick to provide and Kubrick agrees to provide the Client with certain talent services in accordance with this statement of work (“Statement of Work” or “SOW”).

AGREED TERMS

Now it is hereby agreed as follows:

1. Status of the Statement of Work

This Statement of Work is made under, and incorporates and is governed by, the terms of the Agreement. The terms and conditions set out in **Part A of Schedule 2** of the Agreement shall apply to this Statement of Work.

2. Definitions and Interpretation

Capitalized terms used in this Statement of Work, but not defined, will have the meaning given to them in the Agreement, unless otherwise expressly stated in this Statement of Work.

3. Term

- 3.1 This Statement of Work will commence on [DATE] (the “SOW Effective Date”) and will continue until [DATE] (the “Initial Term”), unless terminated earlier in accordance with **Section 3.2** or **Section 3.3**.
- 3.2 Unless a Party terminates this Statement of Work thirty (30) days prior to the expiration of the Initial Term or a Renewal Term (as applicable) or otherwise under **Section 3.3**, this Statement of Work shall automatically renew for successive periods of one (1) month (the “Renewal Term”). The Initial Term and any Renewal Terms will be, collectively, the “SOW Term”.
- 3.3 Kubrick may terminate this Statement of Work for convenience at any time upon thirty (30) days’ written notice.

4. Key Service Details

Consultant details	<i>[for early career consultants: Consultant’s Development Program Term]</i>
name: [insert] title: [insert] year/level: [insert]	will apply for the following date periods: 0-6 months: from [date] until [date] 6-12 months: from [date] until [date] Year 2: from [date] until [date]
Location	
The Services shall be performed [REMOTELY] / [at LOCATION]	
<i>[for US clients: Where the benefit of the Services is to be received by Client: INSERT]</i>	
Talent Services description (if applicable)	

[insert if applicable]

5. Charges and Expenses

The Charges for the Services shall be calculated on a time and materials basis in accordance with the provisions of **Schedule 3** of the Agreement [for US clients: and the [1st/2nd/3rd] tier] of the current Rate Card which is provided below:

[insert current rate card upon issuance of the SOW]

Invoicing frequency: [monthly/insert shorter frequency]

Estimated total Charges for the Initial Term⁴

£/\$[XX]

Miscellaneous expenses: [insert]

6. Notices and Service Change

- 6.1 Notices under the Key Service Details are to be directed to the Kubrick Contract Manager and Client Contract Manager as set out in the table above.

Kubrick's Contract Manager	Client's Contract Manager
name: [insert]	name: [insert]
title: [insert]	title: [insert]
telephone: [insert]	telephone: [insert]
email: [insert]	email: [insert]

- 6.2 Once the Key Service Details are agreed upon in a Statement of Work, no amendments will be made except as mutually agreed in writing by the Parties in accordance with the Service Change Process.

7. Special Conditions⁵

[TO BE DELETED IF NOT ANTICIPATED / TO BE POPULATED OTHERWISE]

[Mandatory leave: notwithstanding **Section 6.1** of the Agreement, during any periods of mandatory leave (periods during which the Consultants are unable to provide Services due to the Client being closed for business), the relevant Consultant shall take annual leave, up to a maximum period of 5 days in any 12 month period during the SOW Term. If the Client requires a Consultant to take more than 5 days of mandatory leave in any 12-month period during the SOW Term, Kubrick shall be entitled to continue charging the Client despite the Consultant being unable to work in accordance with **Section 5** of this Statement of Work.]

8. Client Equipment⁶

[TO BE POPULATED; e.g. laptop]

9. Governing Law & Jurisdiction

⁴ where applicable, specify if the work day is less than 8 hours

⁵ Delete this clause entirely before sending if we don't anticipate any special terms

⁶ If no Client Equipment is provided, the Client must confirm if the Services require to work on Personal Data and confirm that such Personal Data will remain on the Client's IT system or environment.

This Statement of Work will be governed by and construed in accordance with the laws of [England and Wales] [the State of New York]. The courts of [England and Wales][the State of New York] will have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Statement of Work.

SIGNED for and on behalf of

[[Kubrick Group Limited] or [Kubrick Consulting Inc]]

SIGNED for and on behalf of

[NAME OF CLIENT]

Signature

Name:

Title:

Date:

Signature

Name:

Title:

Date:



Part C – Terms Applicable to Solution Services

1. General

- 1.1 The terms set out in this **Part C** of **Schedule 2** apply where the Statement of Work entered into between the Parties is for Solution Services.
- 1.2 Kubrick may provide advice (“**Advice**”) to the extent that the provision of such advice is specifically included in the scope of the Solution Services in a Statement of Work. The Client acknowledges and agrees that it shall not otherwise place any reliance on and is solely responsible for any decision to implement or deploy, in whole or in part, any Work Product, advice or recommendation.
- 1.3 Advice is based on the information available to Kubrick at the date the Advice was given and Kubrick has no responsibility to update Advice to take into account any future changes. The Client may rely on Advice only if it is in final written form signed off by the Contract Manager in charge of managing the Solution Services and only for its internal use and its intended purpose and may share such Advice with a third party only where Kubrick has provided its prior written consent or where this is necessary under Applicable Law. Notwithstanding the foregoing, the Client may disclose the Advice to its Affiliates for support purposes and to its insurers, legal and other professional advisers, provided that they are informed of the provisions of this **Section 1.3** and that Kubrick will, to the fullest extent permitted by law, have no liability to them whatsoever.
- 1.4 The Client acknowledges and agrees that whilst Kubrick uses Consultants in the provision of the Services who are named in the Key Service Details of the relevant Statement of Work as at the SOW Effective Date, Kubrick may replace the Consultants at its sole discretion. Kubrick is solely responsible for the composition of the team of Consultants that provide the Solution Services and any changes will not impact the Charges in any way.
- 1.5 Subject to **Section 14.5** of the Agreement, Kubrick will not have any liability in relation to the Solution Services for any breach unless the Client gives Kubrick written notice of that breach on or before the date that is one (1) year from the date of termination or expiration of the relevant Statement of Work.

2. Kubrick’s Obligations

- 2.1 Kubrick will supply the Solution Services to the Client in accordance with:
- a) any services specification set out in the Statement of Work; and
 - b) where relevant, any timescales and delivery plan (including any milestones) set out in the Statement of Work but such dates shall be estimates only and the time of performance of the Solution Services will not be of the essence of this Agreement.
- 2.2 Kubrick reserves the right, as Kubrick in its sole discretion determines, to make an improvement, substitution or modification to the specification of any element or part of the Solution Services at any time provided that such improvement, substitution or modification will not have a material detrimental impact on the Solution Services.

3. Client Obligations

- 3.1 The Client will:
- a) comply with any additional dependencies set out in the relevant Statement of Work; and
 - b) notify Kubrick immediately if any of the assumptions set out in the Statement of Work are incorrect. Kubrick shall not be responsible for any failure to deliver the Services or for any issues or defects with the Services if any of the assumptions are incorrect.
- 3.2 If the Client fails to perform any of the client obligations or dependencies to a reasonable standard or within a reasonable time or by the relevant date for performance set out in the Statement of Work (if any), then the date for performance by Kubrick of any obligations which relate to and/or are dependent on such performance by the Client will be postponed until the Client does perform or by the period which Kubrick reasonably requires in order to manage the impact of the Client’s defect. If the Acceptance Tests referenced in **Section 6** of this **Part C** of **Schedule 2** are unsuccessful for the same reason, the Client shall bear the cost of any corrective work that Kubrick may agree to perform.

4. Charges, Expenses and Invoicing

- 4.1 The Charges for Solution Services will be calculated on a time and materials basis in accordance with the provisions of **Schedule 3**, unless specified otherwise in the relevant Statement of Work.

5. Governance



- 5.1 The Parties will collaborate and arrange regular governance meetings (“**Governance Meeting**”) to discuss the performance of the Solution Services including any changes to Consultants, any changes to assumptions and exclusions identified in the relevant Statement of Work and the current timelines and delivery plan. The details of the Governance Meeting shall be set out and agreed in the relevant Statement of Work.

6. **Acceptance Tests and Correction Works**

- 6.1 Where the Statement of Work provides that a Work Product set out in a Statement of Work requires acceptance testing, then this process will apply in relation to that Work Product.
- 6.2 Kubrick will notify the Client that a Work Product and/or milestone has been delivered. This will be notified and reiterated at the relevant Governance Meeting.
- 6.3 Following notification and delivery of the relevant Work Product by Kubrick, the Parties will carry out the acceptance tests, where applicable, as set out in a Statement of Work or otherwise agreed in writing by the Parties (“**Acceptance Tests**”).
- 6.4 The Client must notify Kubrick’s Contract Manager in writing within thirty (30) days of any Acceptance Test (or as otherwise set out in the Statement of Work) which are unsuccessful, with a detailed description of which elements of the Acceptance Test were unsuccessful. An Acceptance Test will be deemed successful upon written notification by the Client that the Acceptance Test is successful, or thirty (30) days after delivery of the relevant Work Product and/or milestone where there has been no notification of an unsuccessful Acceptance Test.
- 6.5 Following notification of an unsuccessful Acceptance Test, the Parties will then agree whether corrective action is required. If the Parties agreed to corrective action, Kubrick may at its sole discretion:
- a) remedy the defect; or
 - b) remove the Charges associated to the defect,
- and in either event this remedy shall be the sole remedy for the Client in respect to the unsuccessful Acceptance Test.

If the Parties do not agree to corrective action or such corrective action is due to a change in the Client’s requirements, the Client shall bear the costs of any additional work required to correct. In case of disagreement, the Parties should follow the Dispute Resolution Procedure as set out under **Section 18** of the Agreement.

7. **Disruption of Services**

- 7.1 If a Party reasonably suspects that it will be or finds that the other Party is unable to comply with its obligations, its dependencies or that an assumption that it has made under the Agreement is incorrect, such an affected Party will give notice to the other Party’s Contract Manager. The affected Party shall specify in such notice whether the issue is time-sensitive and whether this therefore requires a Governance Meeting to be brought forward to address the issue.
- 7.2 The Parties will use reasonable efforts to attend the brought-forward Governance Meeting to consult regarding the notified issue (or if not, the next Governance Meeting). The Parties shall, acting reasonably, use reasonable efforts to mitigate the issue and facilitate the continuation of the Solution Services. The Parties shall agree in the Governance Meeting who should bear the reasonable costs related to the issue, taking into account the following:
- a) in the event of a Client breach of obligation or dependence, any corrective work required would be at Client cost; and
 - b) where it is specifically agreed that Charges are calculated by a method other than on time and material basis, the Parties shall agree to apportion the relevant fees based on the Work Products delivered to date.

- 7.3 Where necessary the Parties will follow the Service Change Process procedure set out in **Schedule 4** and/or enter into an amendment of the relevant Statement of Work.

8. **Handover**

- 8.1 Kubrick shall hand over the Work Product in accordance with the terms of the Statement of Work.
- 8.2 Upon termination or expiration of the Statement of Work, the Parties shall provide all information and assistance reasonably required to enable Kubrick to cease providing the Solution Services, as may be further detailed in the Statement of Work. This assistance may include a ‘project close report’.

9. **Intellectual Property Rights Indemnity for Solution Services**

- 9.1 Each Party (the “**Indemnifying Party**” for the purpose of **Section 9** of this **Part C** of **Schedule 2**) will indemnify the other Party (the “**Indemnified Party**” for the purpose of **Section 9** of this **Part C** of **Schedule 2**) against all Losses that the Indemnified Party is finally awarded for the claim or as agreed in settlement by the Indemnified Party, brought or threatened by any person, in each case arising out of or in connection with the infringement of a third party’s Intellectual Property Rights by the Indemnified Party in relation to the Solution Services as a result of:
- a) where the Client is the Indemnified Party, use of the Work Products or the Solution Services by the Client for the purpose for which they were supplied; and
 - b) where Kubrick is the Indemnified Party, use of the Client Materials and exercise of Kubrick’s rights under this Agreement in respect of the Solution Services.
- 9.2 If the Indemnified Party becomes aware of a claim or any matter that might give rise to a claim:
- a) it will immediately give written notice to the Indemnifying Party of that fact and consult with the Indemnifying Party in respect of that claim or matter that may give rise to a claim;
 - b) the Indemnified Party will give exclusive conduct of all proceedings in relation to the claim in the name of and on behalf of the Indemnified Party, and not make any admission of liability, agreement, settlement or compromise in relation to any claim or matter that may give rise to a claim without the prior written consent of the Indemnifying Party, such consent not to be unreasonably withheld or delayed; and
 - c) the Indemnified Party will at all times disclose in writing to the Indemnifying Party all information and documents relating to the claim or the matter that might give rise to a claim and if requested, provide all reasonable assistance, including access within usual business hours, to the Indemnified Party for the purpose of disputing, resisting, defending, appealing, settling or mitigating any claim or matter that might give rise to a claim.
- 9.3 If a claim is made or brought against the Client, Kubrick may (but shall not be obliged to), at Kubrick’s option and expense, either:
- a) obtain for the Client the right to continue using the Work Products or the Solution Services for the purpose for which they were supplied free from any liability for such infringement; or
 - b) modify, substitute or replace any Work Products or Solution Services so as to avoid the infringement, without adversely affecting or limiting the specification or functionality of the Work Products or the Solution Services.
- 9.4 Kubrick will have no liability to the Client under **Section 9.1** of this **Part C** of **Schedule 2** for any Losses to the extent that:
- a) it would not have been incurred or suffered but for any modification to the Work Products or the Solution Services made by any person other than Kubrick, or in conjunction with any Client Materials;
 - b) it would not have been incurred or suffered but for any breach of this Agreement by the Client; or
 - c) it would not have been incurred or suffered but for any use of the Work Products or Solution Services which is made after commencement of the claim or proceeding or (if earlier) the Client becoming aware of the alleged infringement.
- 9.5 If the Client becomes aware of any actual or potential infringement of any of Kubrick’s Intellectual Property Rights by any person, the Client will promptly give written notice of this to Kubrick and will, at the request of Kubrick, provide such assistance as Kubrick may reasonably require in connection with any action that it takes in relation to the actual or potential infringement.

Part D – Solution Services Statement of Work Template

THIS STATEMENT OF WORK is entered into and shall be effective as of the last date signed by the Parties, by and between [[Kubrick Group Limited, a company incorporated in England and Wales (company number 10035195) whose registered office is at Senator House, 85 Queen Victoria Street, London, EC4V 4AB] or [Kubrick Consulting Inc, a Delaware corporation, whose correspondence address is at 535 5th Ave Fl 4, New York NY 10017-8020, USA]] (“Kubrick”) and [CLIENT NAME], a [CLIENT STATE] [CLIENT ENTITY TYPE] (“Client”), (each a “Party” and together the “Parties”).

BACKGROUND

- (A) Kubrick (or its Affiliate) and the Client (or its Affiliate) have entered into a Master Services Agreement dated [DATE] allowing the Client or any Client Affiliate to request services from Kubrick (the “Agreement”).
- (B) Pursuant to the Agreement, the Client wishes Kubrick to provide and Kubrick agrees to provide the Client with certain solution services in accordance with this statement of work (“Statement of Work”).

AGREED TERMS

Now it is hereby agreed as follows:

1. Status of the Statement of Work

- 1.1 This Statement of Work is made under, and incorporates and is governed by, the terms of the Agreement. The terms and conditions set out in **Part C of Schedule 2** of the Agreement apply to this Statement of Work.

2. Definitions and Interpretation

Capitalized terms used in this Statement of Work, but not defined, will have the meaning given to them in the Agreement, unless otherwise expressly stated in this Statement of Work.

3. Term

- 3.1 This Statement of Work will commence on [DATE] (the “SOW Effective Date”) and will continue until [DATE] (the “SOW Term”).

4. Key Service Details

Consultant details (as at the SOW Effective Date, where applicable)	[for early career consultants: Consultant’s Development Program Term]
name: [insert]	will apply for the following date periods: 0-6 months: from [date] until [date] 6-12 months: from [date] until [date] Year 2: from [date] until [date]
title: [insert]	
year/level: [insert]	
Location	
The Services shall be performed [REMOTELY] / [at LOCATION]	
[for US clients: Where the benefit of the Services is to be received by Client: INSERT]	
Solution Services description	
[insert if applicable]	
Assumptions and Client dependencies	

[insert if applicable – for example:

To enable the success of the Services, Kubrick have made the following assumptions:

- Timely access to [insert specific name] [environment/system/software]
- The Client stakeholder have reviewed and accepted the Client obligations set out in the Agreement and dependencies set out in this SOW;
- The Client's platform, infrastructure and security teams and other key business stakeholders have the availability and capacity to support the delivery of the Services;
- Architecture and project resources are available to support Kubrick completing any documents and processes required by the Client.]

Exclusions

[insert if applicable]

Work Product

[insert if applicable]

[Specifications: insert if applicable]

[Acceptance criteria: insert if applicable]

Delivery plan

[insert if applicable]

[Milestones: insert if applicable]

Governance meetings

[insert necessary details such as:

- Frequency: insert
- Attendees: insert
- Project governance artefacts to be reviewed: insert]

Handover

[insert if applicable]



5. Charges and Expenses

The Charges for the Services shall be calculated on a time and materials basis in accordance with the provisions of **Schedule 3** of the Agreement and [for US clients: the [1st/2nd/3rd] tier of] the current Rate Card which is provided below:

[insert current rate card upon issuance of the SOW]

Estimated total Charges for the SOW Term ⁷
£/\$[XX]

Miscellaneous expenses: [insert]

6. Notices and Service Changes

- 6.1 Notices under the Key Service Details are to be directed to the Kubrick Contract Managers and Client Contract Manager as set out in the table above.

Kubrick's Contract Manager	Client's Contract Manager
For the management of the SOW: name: [insert] title: [insert] telephone: [insert] email: [insert] For the management of the Services: name: [insert] title: [insert] telephone: [insert] email: [insert]	name: [insert] title: [insert] telephone: [insert] email: [insert]

7. Once the Key Service Details are agreed upon in a Statement of Work, no amendments (other than to the Consultants details) shall be made except as mutually agreed in writing by the Parties in accordance with the Service Change Process.

8. Special Conditions⁸

[TO BE DELETED IF NOT ANTICIPATED / TO BE POPULATED OTHERWISE]

[Mandatory leave: notwithstanding **Section 6.1** of the Agreement, during any periods of mandatory leave (periods during which the Consultants are unable to provide Services due to the Client being closed for business), the relevant Consultant shall take annual leave, up to a maximum period of 5 days in any 12 month period during the SOW Term. If the Client requires a Consultant to take more than 5 days of mandatory leave in any 12 month period during the SOW Term, Kubrick shall be entitled to continue charging the Client despite the Consultant being unable to work in accordance with **Section 5** of this Statement of Work.]

9. Client-Owned Work Products

⁷ Where applicable, specify if the work day is less than 8 hours

⁸ Delete this clause entirely before sending if we don't anticipate any special terms

For the purposes of **Section 11.3a)** of the Agreement, the following Work Products only shall be Client-Owned Work Products (if any):

[insert if applicable]

[For the avoidance of doubts, Kubrick's Retained IPR include: [insert]]

10. Client Equipment

[insert e.g. laptop]

11. Data protection

Consultants [will/will not] Process of the Personal Data of the Client the purpose of the provision of the Services. The Parties acknowledge and agree that Kubrick shall [be/not be] a data processor under GDPR or UK GDPR (as applicable) [and the Parties have entered into a DPA and detailed the processing activities in annex of this SOW⁹].

12. Governing Law & Jurisdiction

This Statement of Work will be governed by and construed in accordance with the laws of [England and Wales][the State of New York]. The courts of [England and Wales][the State of New York] will have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Statement of Work.

SIGNED for and on behalf of

[[Kubrick Group Limited] or [Kubrick Consulting Inc]]

SIGNED for and on behalf of

[NAME OF CLIENT]

Signature

Name:

Title:

Date:

Signature

Name:

Title:

Date:

⁹ Please take the following actions: 1) consult the Kubrick Legal Team regarding the data processing agreement; 2) specify to the Legal Team if any of the deployed Consultants are contractors and/or based outside of the UK or EEA; 3) confirm that the personal data will remain on the Client's IT systems/environment; 4) ask the client to fill in the annex of this SOW.

Annex – Description of the Processing of Personal Data¹⁰

- (a) Subject matter of the Processing:
[e.g. provision of data and AI talent and consultancy services by Kubrick to the Client]
- (b) Categories of Data Subjects whose Personal Data is Processed (and internationally transferred if applicable):
[e.g. typically the employees and/or customers of the Client]
- (c) Categories of Personal Data Processed:
[e.g. typically the names and contact details]
- (d) Sensitive data Processed (and internationally transferred if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.
[note as “not applicable” or insert details]
- (e) Nature of the Processing
[describe the services provided and why they are provided; or refer to the “Services as described in this SOW”]
- (f) Purpose(s) for which the Personal Data is Processed on behalf of the Client (and internationally transferred, if applicable):
[e.g. the performance of the SOW]
- (g) Duration of the Processing:
[e.g. SOW Term]
- (h) The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period:
[Not applicable considering that Personal Data will remain on the Client’s IT systems or environment].
- (i) Subject matter, nature and duration of the Processing by Subprocessors (if any):
[e.g. responses a), e) and g) apply to the Processing by Subprocessors.]
- (j) Where applicable, the frequency of the international data transfer(s) (e.g. whether the data is transferred on a one-off or continuous basis):
[e.g. on a continuous basis]

¹⁰ Delete this annex if no personal data will be processed in this deployment or if the processing of personal data was appropriately described in the DPA. To be otherwise filled-in by the client



Schedule 3

Charges & Expenses

1. Charges

- 1.1 The sums identified in this Agreement are exclusive of any applicable sales tax, value-added tax (VAT), or other similar taxes, which will be payable in addition to the Charges in accordance with the applicable tax laws in effect from time to time. If the Client is required by law to make any deduction or withholding on account of tax from any payment to be made to Kubrick under this Agreement or a Statement of Work, then the amount payable will be increased by such sum as will ensure that after the deduction or withholding has been made Kubrick receives a net amount equal to the full amount that it would have received had no such deduction or withholding been required.
- 1.2 Unless otherwise agreed in the relevant Statement of Work, the principles set out in this **Section 1.2** of this Schedule shall apply where the Services are performed on a time and materials basis:
- a) the Charges payable will be calculated in accordance with the Rate Card;
 - b) the Client acknowledges and agrees that the Consultant will be charged at the relevant daily rate linked to the Consultant's level as detailed in the Rate Card. The change to a Consultant's level will be identifiable by reference to their seniority and title, as set out in the Statement of Work. Where a level change occurs in relation to any Consultant during the SOW Term, Kubrick will be entitled to change the basis for calculating the Charges in accordance with the Rate Card, based on that change in level. Kubrick will ensure that any applicable invoices for Charges will reflect the level of change detailed in this **Section 1.2**;
 - c) unless specified otherwise in the relevant Statement of Work, the Rate Card is based on the Consultants working a standard eight (8) workday, from Monday to Friday between the hours of 8:30 to 17:30, with one (1) hour for a lunch break;
 - d) Kubrick will ensure that every Consultant it engages on the Services completes time sheets recording time spent on the Services, and Kubrick will use such time sheets to calculate the Charges covered by each invoice;
 - e) unless **Section f)** below applies, Consultants will enter into Kubrick's internal billing system their time worked weekly and also submit a monthly timecard on the last working day of the month. Each month Kubrick will email the appointed Client line manager a summary of time recorded for all Consultants they are responsible for. This is for information purposes only and no action from the Client is required. If the Client believes there are discrepancies in the time recorded, the Client must raise this within a seven-day dispute window, following receipt of the 'Kubrick billable days notification';
 - f) where the Parties agree the Consultant will have access to the Client's internal billing system (e.g. an online portal such as Fieldglass, IQN, Beeline, etc.) in order to log their respective days worked, the Consultant will not duplicate time recording in Kubrick's systems. In this case, the Client will not be sent any notifications by Kubrick in accordance with **Section e)**, as the Client can access time recorded in its own systems;
 - g) the invoice Kubrick raises for the Services will be in arrears for Kubrick's charges for time, expenses and materials (together with any applicable sales tax, VAT or other similar taxes) for the month (or such other time period as may be set out in the Statement of Work) concerned. Each invoice will set out the time spent by each Consultant whom it engages on the Services and will provide a breakdown of any expenses and materials; and
 - h) any ancillary expenses will be calculated and addressed in accordance with the provisions of the applicable **Part of Schedule 1 (Local Law Terms)**.

2. Expenses

- 2.1 The Client will pay agreed approved expenses and allowances, including any miscellaneous costs agreed in the relevant Statement of Work (for instance cloud infrastructure costs) and any fees incurred for Equipment administration pursuant to **Part A of Schedule 2** from time to time in accordance with the relevant Statement of Work.
- 2.2 With effect from 1 January in each year during the Term, the expenses set out under the relevant applicable **Part of Schedule 1 (Local Law Terms)** and/or Statement of Work may be adjusted accordingly by Kubrick with

notice to the Client, and any such increase (where notified and agreed with the Client) shall apply to all Statements of Work after the relevant adjustment date.

3. **Invoicing and Payment**

- 3.1 Kubrick will invoice the Client monthly (or at such other frequency as set out in the Statement of Work).
- 3.2 Unless otherwise agreed in a Statement of Work, the Client will pay each valid invoice submitted to it by Kubrick, in full and in cleared funds, within thirty (30) days of the date of the relevant invoice, to a bank account nominated in writing by Kubrick.
- 3.3 All sums (including the Charges) due under this Agreement and any Statement of Work will be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4. **Rate Card**

- 4.1 The Rate Card as at the Effective Date is set out below:

[insert Rate Card applicable in the UK or US]

- 4.2 With effect from 1 January in each year during the Term (the “**Review Date**”) the rates set out in the Rate Card will be adjusted by a percentage equal to the greater of:

- a) a percentage increase either i) by which the CPI of the current year exceeds the CPI of the prior year if the Rate Card is stated in US dollars; or otherwise ii) in the level of the RPI calculated by comparing the last published RPI figure before the Review Date and the last published RPI figure before the previous Review Date; and
- b) five percent (5%), and

any such increase shall apply to Statements of Work entered into or extended after the relevant Review Date.

The term “**CPI**” shall mean the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Customers seasonally adjusted U.S. city average: All items, as periodically published, or generally found: <https://www.bls.gov/charts/consumer-price-index/consumer-price-index-by-category-line-chart.htm>. The term “**RPI**” shall mean the version of the United Kingdom all items retail prices index published by the Office for National Statistics as ‘RPI’.



Schedule 4

Service Change Process

1. Service Changes

- 1.1 Unless otherwise provided in this Agreement, if either Party wishes to change a Statement of Work including any Key Services Details (a “**Service Change**”), that Party may at any time request or recommend, such Service Change only in accordance with the change request procedure set out in this **Schedule 4** and such a Service Change must be sent to the other Party in writing (“**Service Change Request**”).
- 1.2 If Kubrick makes a Service Change Request, it will provide, with the Service Change Request, written details of the impact which the proposed change will have on:
- a) the Services subject of a particular Statement of Work;
 - b) Kubrick’s existing Charges and expenses (including any applicable travel expenses, relocation allowance or other miscellaneous costs);
 - c) the timetable of the Services; and
 - d) any of the terms of this Agreement and any relevant Statement of Work.
- 1.3 If the Client makes a Service Change Request, Kubrick will, as soon as reasonably practicable after receiving the Service Change Request, provide a written estimate to the Client setting out:
- a) the likely time required to implement the proposed Service Change;
 - b) details of the impact which the proposed Service Change will have on the areas set out in **Section 1.2** above.
- 1.4 Unless both Parties consent to a Service Change Request, there will be no change to the Services and any other terms of this Agreement and any other relevant Statements of Work.
- 1.5 If both Parties consent to a Service Change Request, it will be signed by the authorized representatives of both Parties, upon which the Service Change Request will be deemed an amendment to the Statement of Work.
- 1.6 If either Party is unwilling to accept a Service Change Request suggested by the other (or a term of any proposed amendment to the Statement of Work), then the other Party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in **Section 18** of the Agreement.
- 1.7 Kubrick may charge for the time it spends on dealing with Service Change Requests originating from the Client on a time and materials basis in accordance with **Schedule 3** of the Agreement.



Schedule 5

Local Data Protection Terms

Part A – DPA (under GDPR or UK GDPR)

- 1.1. Kubrick is appointed by Client to Process Personal Data on behalf of Client to the extent needed for the provision of the Services under this Agreement and the relevant SOW.
- 1.2. In respect of all Client Personal Data to be Processed by Kubrick under this DPA, Kubrick shall:
 - (a) only Process Personal Data in accordance with the documented instructions given from time to time by the Client, including with regard to transfers, unless required to do otherwise by law, in which event, Kubrick shall inform the Client of the legal requirement before Processing the Client Personal Data other than in accordance with the Client instructions, unless that same law prohibits Kubrick from doing so on important grounds of public interest;
 - (b) implement appropriate technical and organisational measures to protect any Client Personal Data Processed by Kubrick under this DPA against unauthorised and unlawful Processing and against accidental loss, destruction, disclosure, damage or alteration, as set out in Annex 3 of this DPA;
 - (c) not publish, disclose or divulge (and ensure that its personnel do not publish, disclose or divulge) any Client Personal Data to a third party unless Client has given its consent; provided that Kubrick is permitted to publish, disclose or divulge data where required to do so by law;
 - (d) ensure that only such of its personnel who may be required by Kubrick to assist it in meeting its obligations under the Agreement and the relevant SOW will have access to Client Personal Data and that such personnel are bound by appropriate obligations of confidentiality, and take steps in accordance with industry practice to ensure the reliability of such personnel;
 - (e) promptly inform the Client of any enquiry or complaint received from a Data Subject or supervisory authority relating to Client Personal Data;
 - (f) provide reasonable cooperation and assistance to the Client as may be required to allow the Client to comply with its obligations as a data controller, including in relation to data security; data breach notification; data protection impact assessments; prior consultation with supervisory authorities; the fulfilment of Data Subjects' rights; and any enquiry, notice or investigation by a supervisory authority;
 - (g) keep written records of the Processing of Personal Data under this DPA and make available to the Client all information necessary to demonstrate compliance with this DPA and allow for and contribute to audits, including physical inspections, reasonably conducted by the Client or its representatives bound by appropriate obligations of confidentiality; and
 - (h) immediately inform Client if, in its opinion, an instruction infringes Applicable Data Protection Laws.
- 1.3. The Parties anticipate that the Consultants will access the Client's IT system and/or environment. Unless otherwise expressly agreed in writing, the Processing of Client Personal Data under this DPA shall only be carried out on the Client's IT systems or environment, the security of which is the Client's sole responsibility. Nonetheless, Kubrick shall not impede any measure implemented by the Client to ensure a level of security appropriate to the risk involved on the Client's IT systems.
- 1.4. If it is expressly agreed in writing that, contrary to the provisions of paragraph 1.3, Kubrick shall Process Personal Data on Kubrick's IT infrastructure or systems, then at the request and option of the Client, following termination of the relevant SOW or of this DPA, Kubrick shall promptly and as specified by Client return or destroy all Client Personal Data in the possession or control of Kubrick; provided that Kubrick shall be permitted to retain a copy of Client Personal Data for compliance with laws, regulatory or professional obligations.
- 1.5. The Parties agree that a third party indicated in the Annex 4 (List of Subprocessors) of this DPA as Kubrick's Subprocessor shall be considered the authorized Subprocessor as of the date of this Agreement. Additionally, the Client's execution of an SOW for the deployment of a contractor Consultants shall be deemed written authorization by the Client of the appointment of such subcontractor as Subprocessor.
- 1.6. Kubrick shall notify the Client of any intended changes concerning the addition or replacement of any Subprocessor listed at Annex 4 providing the Client (acting reasonably) the opportunity to object. The Parties agree that any replacement or additional Subprocessor will be deemed accepted by the Client 30 days after notification in writing by Kubrick.



- 1.7. Kubrick acknowledges and agrees that it shall remain liable to Client for a breach of the terms of this DPA by a Subprocessor and other subsequent third party Processors appointed by it. Where Kubrick has engaged a Subprocessor, Kubrick shall ensure data protection obligations that are no less onerous than those set out in this Schedule 5 shall be imposed on that Subprocessor by way of a contract.

Security breaches

- 1.8. Kubrick shall notify Client without undue delay of becoming aware of any actual or suspected accidental, unauthorized, or unlawful destruction, loss, alteration, or disclosure of, or access to, Client Personal Data ("**Security Breach**"). Kubrick shall also provide Client with (to the extent known to Kubrick) a detailed description of the Security Breach, the type of data that was the subject of the Security Breach and the identity of the affected Data Subjects, as soon as such information can be collected or otherwise becomes available, as well as all other information and co-operation which Client may reasonably request relating to the Security Breach. The cooperation and assistance required under this paragraph 1.8 and at paragraphs 1.2.f) and 1.9 shall be at the Client's costs where Kubrick is not responsible for the Security Breach.
- 1.9. Kubrick agrees to take prompt action to investigate the Security Breach and (to the extent it is within its control) to identify, prevent and mitigate the effects of any such Security Breach and, with Client's prior agreement, to carry out any recovery or other action necessary to remedy the Security Breach.
- 1.10. Kubrick may not issue, publish or make available to any third party any press release or other communication concerning a Security Breach affecting Client Personal Data without Client prior approval, except where Kubrick is obliged to do so under the applicable laws.

International Data Transfers

- 1.11. Subject to paragraph 1.12, where Kubrick Processes Client Personal Data on Kubrick's own IT infrastructure or systems, Kubrick shall not, without the Client's prior written consent, Process Client Personal Data:
- (a) subject to GDPR outside the European Economic Area ("EEA"), or outside the jurisdictions deemed adequate under GDPR; and/or
 - (b) subject to UK GDPR outside the United Kingdom, or outside the jurisdictions deemed adequate under UK GDPR.
- 1.12. If:
- (a) Kubrick is established (as indicated in Annex 1 of this DPA) outside the EEA, the UK and the jurisdictions deemed adequate under GDPR or UK GDPR (as applicable); or
 - (b) regardless of its establishment, it is not possible for Kubrick to provide the Services under this Agreement and the relevant SOW without accessing (including by remote means) or otherwise Processing the Client Personal Data from inside the EEA, the UK or a jurisdictions deemed adequate under GDPR or UK GDPR (as applicable),

Client hereby consents to Client Personal Data being transferred, accessed from or Processed by Kubrick outside the EEA, the UK and outside the jurisdictions deemed adequate under GDPR or UK GDPR (as applicable) provided that Kubrick complies with paragraph 1.13 throughout the duration of the relevant SOW. The Client acknowledges and agrees that, where Kubrick Processes Client Personal Data on the Client's IT systems or environment, it is the Client's sole responsibility to determine the appropriateness of international data transfers of personal data.

- 1.13. In relation to all Client Personal Data that is subject to Paragraph 1.12, Kubrick and Client have agreed the international data transfers addendum, as it is attached at Annex 1 of this DPA, that shall apply and be legally binding between the Parties.

Details of the Processing and annexes to the standard contractual clauses

- 1.14. The following four annexes of this DPA contain all necessary information in relation to the Personal Data Processing to be carried out by Kubrick under this DPA:



- (a) Annex 1 (International Data Transfers Addendum) shall only apply between the Parties and form part of the Agreement in the situation regulated in paragraph 1.13;
- (b) Annex 2 (Details of the Processing), Annex 3 (Technical and Organisational Measures) and Annex 4 (List of Subprocessors) shall always apply and are considered as part of the DPA

1.15 The Parties may agree to amend the content of these Annexes in the relevant SOW.



Annex 1: International Transfers of Client Personal Data

1. Documents incorporated by reference into this DPA

1.1 The following definitions apply in this Annex 1:

"EU SCCs" means the Model Clauses Commission Implementing Decision on standard contractual clauses for the transfer of Personal Data to third countries pursuant to the GDPR as amended from time to time;

"UK Addendum" means the UK addendum to the EU SCCs, published by the ICO that incorporates and amends the EU SCCs to facilitate the international transfer of Personal Data in compliance with the UK GDPR, as amended from time to time.

1.2 This DPA incorporates by reference the following agreements (a) the EU SCCs, to the extent that paragraph 1.13 of the DPA applies and, in addition, (b) the UK Addendum to the EU SCCs, to the extent that the Personal Data Processed by Kubrick under this DPA is subject to UK GDPR.

1.3 In the event of a conflict or inconsistency between this DPA and the provisions of the EU SCCs or the UK Addendum or other related agreements between the Parties, existing at the time this DPA is agreed or entered into thereafter, the provisions which provide the most protection to Data Subjects shall prevail.

1.4 Annex I of the EU SCCs shall be deemed to be pre-populated with the details of the Parties as set out in paragraph 4 of this Annex 1.

1.5 Annex II of the EU SCCs shall be deemed to be pre-populated with the relevant sections of Annex 2 (Details of the Processing) of this DPA and the Processing operations are deemed to be those described in the Agreement and the relevant SOW.

1.6 Annex III of the EU SCCs shall be deemed to be pre-populated with the relevant sections of Annex 3 (Technical and Organisational Measures) of this DPA.

2. Amendments to the EU SCCs as incorporated into this DPA.

2.1 The 'module' of the EU SCCs that shall apply is Module Two: Controller – Processor. In the event that either Party considers that the module used is not correct (in whole or in part) they shall notify the other Party in writing and the Parties shall in good faith amend this DPA to reflect that Processing pending which this DPA shall be deemed amended only to the extent necessary to maintain compliance with Applicable Data Protection Laws.

2.2 The terms of the EU SCCs shall apply varied as follows:

2.2.1 Clause 7 (*Docking Clause*), which is optional, is included.

2.2.2 Clause 9 (*Use of Sub-processors*), which allows for (1) specific prior authorisation of sub-contracting or (2) general written authorisation of Processing of Personal Data, is amended so that the general written sub-contracting authorisation is as set out in this DPA. In either case, (1) month prior written notice shall be provided to the Data Exporter (other than where provision of such notice would interrupt the delivery of the data sharing activities under this DPA or the relevant SOW in which case the notice period shall be as much as is reasonably practicable). The Data Importer shall update the list of sub-processors in Annex 4 of this DPA (List of Subprocessors); and send it to the Data Exporter on any such change.

2.2.3 Clause 11 (*Redress*) contains an optional clause which is excluded.

2.2.4 Clause 13 (*Supervision*) provides for three alternative options and the relevant drafting shall apply and shall be as reflected in Annex 2 of the DPA.

2.2.5 Clause 17 (*Governing law*) which shall be the first of the following that applies: (i) the applicable law of the establishment of the Data Exporter if it is the law of an EU member state and (ii) the laws of Ireland.



2.2.6 Clause 18 (*Choice of forum and jurisdiction*) is amended so that the courts which have jurisdiction are the courts of the state referenced by clause 17 (*Governing law*) as amended above.

3. *Amendments to the UK Addendum as incorporated into this DPA.*

3.1 The terms of the UK Addendum shall apply varied as follows:

3.1.1 the date to be included in clause 1 of the UK Addendum is the Agreement Effective Date; and

3.1.2 Clause 10 of the UK Addendum (allowing for the laws and/or courts of Scotland or Northern Ireland instead of the laws and courts of England and Wales) is not agreed by the Parties such that the laws and courts of England and Wales shall apply.

4. *Parties*

Data exporter(s):	Data importer(s):
Name: [see Client details at the start of the Agreement]	Name: Kubrick Consulting Inc
Address: [see Client details at the start of the Agreement"]	Address: 535 5th Ave Fl 4, New York NY 10017-8020, USA
Contact person's name, position and contact details: [insert]	Contact person's name, position and contact details: Data protection lead, legal@kubrickgroup.com
Activities relevant to the data transferred under these clauses: receipt of Kubrick's Services	Activities relevant to the data transferred under these clauses: provision of data and AI talent and consultancy services
Signature: _____	Signature: _____
Date: _____	Date: _____
Role (controller/processor): Controller	Role (controller/processor): Processor



Annex 2: Details of the Processing

1. DESCRIPTION OF THE PROCESSING¹¹

- (a) Subject matter of the Processing:
[insert what the DPA is for – e.g. provision of data and AI talent and consultancy services by Kubrick to the Client]
- (b) Categories of Data Subjects whose Personal Data is Processed (and internationally transferred if applicable):
[e.g. typically the employees and/or customers of the Client]
- (c) Categories of Personal Data Processed:
[e.g. typically the names and contact details]
- (d) Sensitive data Processed (and internationally transferred if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.
[note as “not applicable” or insert details]
- (e) Nature of the Processing
[describe the services provided and why they are provided; or refer to the “Services as described in the relevant SOWs”]
- (f) Purpose(s) for which the Personal Data is Processed on behalf of the Client (and internationally transferred, if applicable):
[e.g. the performance of the Agreement and relevant SOWs]
- (g) Duration of the Processing:
[duration of the relevant SOW]
- (h) The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period:
[Not applicable considering that Personal Data will remain on the Client’s IT systems or environment].
- (i) Subject matter, nature and duration of the Processing by Subprocessors (if any):
[e.g. responses a), e) and g) apply to the Processing by Subprocessors.]
- (j) Where Annex 1 of this DPA applies, the frequency of the international transfer(s) (e.g. whether the data is transferred on a one-off or continuous basis):
[e.g. on a continuous basis]

2. COMPETENT SUPERVISORY AUTHORITY

- a) If the Client is established in the United Kingdom or falls within the territorial scope of application of UK GDPR: the ICO.
- b) If the Client is established in an EU Member State: the supervisory authority with responsibility for ensuring compliance of the Client (as the data exporter) with the GDPR.
- c) If Client is not established in an EU Member State, but falls within the territorial scope of application of GDPR in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of the GDPR: the supervisory authority of one of the Member States in which the Data Subjects whose Personal Data is transferred under this DPA, are located in, shall act as competent supervisory authority. In case more than one EU Member State’s supervisory authority would be competent, the Parties agree to consider the Irish Data Protection Authority as the competent supervisory authority for the Personal Data

¹¹ To be filled in by client

transferred under this DPA; however this should not be understood as limiting or otherwise restricting Data Subjects and/or other Member States' relevant supervisory authorities in exercising or executing their rights under the GDPR.

Annex 3: Technical and organisational measures, including technical and organisational measures to ensure the security of the Personal Data

Training: all Kubrick personnel regularly completes a data protection and cyber security training. Additionally, the Kubrick syllabus undertaken by Kubrick's junior consultants includes modules on personal data protection regulation. Further, throughout their career, Kubrick consultants learn and develop best practices continuously, and Kubrick offers various tools to share and manage collective knowledge and learnings.

Vetting: to the extent necessary and permitted under any Applicable Law, Kubrick consultants are subject to background checks. Enhanced vetting requirements may be agreed with clients as appropriate, considering the role of the consultants and the sensitivity of the client's data.

Policies: Kubrick develops, implements and regularly reviews various policies and internal processes to support its privacy and information security program. This includes (without limitation) a data protection policy, information security policy, and acceptable usage policy. Kubrick consultants are required to also comply with client policies.

Audits: Kubrick undertakes regular privacy and cybersecurity audits, which provide overall good practice security guidance.

Strong focus for the onward security of clients: Kubrick strives to create as secure an operating environment as possible, and works hard with clients to ensure that the interconnection of Kubrick and client systems via the consultant workforce is well understood, and tightly managed with good security practices. Kubrick recommends the use of client equipment which is deemed appropriately set up to access client IT systems and environment and safeguard client data. Kubrick also recommends the provision of basic client security training to the deployed consultants. Kubrick systems are strongly authenticated and Kubrick ensures that consultants are prohibited by policy from moving client data from client owned systems unless express permission is provided by the client.

Core components of the Microsoft Security Stack implemented within Kubrick:

- **Microsoft Defender for Office 365:** Protection against phishing, malware, and Business Email Compromise (BEC).
- **Microsoft Defender for Identity:** Monitors on-prem Active Directory for suspicious user activities.
- **Microsoft Entra ID:** Identity management, SSO, MFA, Conditional Access
- **Intune (Endpoint Management):** Mobile device and app management (MDM/MAM) & Policy-based configuration and compliance enforcement for Windows, iOS, Android, macOS.
- **Microsoft Sentinel:** Providing Kubrick with:
 - Enhanced Threat Detection
 - Incident Response and management
 - Centralised Log Management
 - Automation (SOAR Capabilities)
 - Compliance and Reporting
 - Cloud Native Scalability

Comprehensive Microsoft 365 backup & security monitoring: Kubrick utilizes Hornet Security (<https://www.hornetsecurity.com/us/>) for Microsoft 365 security monitoring and backup. The use of this third-party provider and dashboard allows the Kubrick IT team to monitor for security events in Microsoft 365 and create robust backup and restore processes for assets in the Microsoft 365 environment. This is often an area overlooked by companies in favor of simply relying on the cloud service provider. However, Kubrick have made this investment and continue to use the solution to manage risk in this business critical environment.

Firewalls: Industry leading nextgen, dual enterprise Fortigate firewalls, switches and wireless access points with integrated threat protection, web-filtering, DDos protection, IPS & IDS protection, antivirus & antimalware protection, traffic shaping and Vlan segmentation.



Annex 4: list of Subprocessors

The table below lists all the Subprocessors of Kubrick who were authorized by the Client in accordance with paragraph 1.6 of this DPA and who might be engaged by Kubrick for the provision of Services under the Agreement or the relevant SOW.

Full legal name and address of the Subprocessor	Description of data Processing activities to be performed by the Subprocessor (at least: subject matter, nature)	Location of data Processing activities to be performed by the Subprocessor (at least: country)	Duration of Subprocessing
Where the Processor under this DPA is Kubrick Group Limited (or any of its Affiliates established in the United Kingdom or the EEA), the following Kubrick Affiliate shall be a Subprocessor: Kubrick Consulting, Inc. 535 5th Ave Fl 4, New York NY 10017-8020, USA	See Annex 2 of this DPA	United States	Duration of the relevant SOW



Part B – Applicable terms (under CCPA)

1. Definitions and Interpretation.

- 1.1 In this **Part B** of **Schedule 5**, the following terms have the following meanings, and where any such term is duplicated in the Agreement, the definition in this Schedule will take precedence:

“**Subprocessor**” means any Kubrick Affiliate or third-party entity engaged by Kubrick as a “service provider” as defined by the CCPA.

2. Data Protection

- 2.1 If the CCPA applies to the Processing of Personal Data in connection with the performance of the Services in connection with the performance of the Services:

- a) Kubrick will act as a “service provider” as defined by the CCPA and will only Process Personal Data in accordance with Client’s documented instructions. Client instructs Kubrick to Process Personal Data to provide the Services in accordance with the Agreement (including any applicable Statement of Work).
- b) Kubrick will not (i) Sell or Share Personal Data, nor (ii) retain, use or disclose Personal Data for any purpose other than to provide the Services in accordance with the Agreement (including any applicable Statement of Work). The terms “Sell” and “Share” shall have the meanings set forth in the CCPA.
- c) Client hereby agrees and provides a general authorization that Kubrick may engage Subprocessors. Kubrick shall ensure that such Subprocessor has entered into a written agreement that is no less protective than this **Part B** of **Schedule 5** (Local Data Protection Terms) and requires such Subprocessor to adhere to all obligations set forth in this **Part B** of **Schedule 5**. Kubrick shall be liable for the acts and omissions of any Subprocessors to the same extent as if the acts or omissions were performed by Kubrick.
- d) Kubrick will, in a manner consistent with Kubrick’s role as a service provider or processor, provide reasonable assistance to Client in complying with any Data Subject requests or requests received by Client from regulators in connection with Services, provided such requests occur in accordance with Applicable Data Protection Laws. Client acknowledges and agrees that in the event such cooperation and assistance requires additional resources on the part of Kubrick, such effort will be chargeable at a fee as mutually agreed to by Kubrick and Client acting reasonably. For the avoidance of doubt, Client is responsible for responding to Data Subject requests. Kubrick shall implement and maintain appropriate technical and organizational measures to protect Personal Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss or destruction.

