

DATED

DATE

MASTER SERVICES AGREEMENT

between

[REDACTED]

and

GRAYCE GROUP LIMITED

THIS MASTER SERVICES AGREEMENT is made on the [DATE]

- (1) [INSERT NAME] a company incorporated and registered in England and Wales (company number [INSERT NUMBER]) which has its registered office at [INSERT ADDRESS] ("the Customer")
- (2) **GRAYCE GROUP LIMITED**, a company incorporated under the laws of England and Wales with company number 8160777 and whose registered office is at 1st Floor, Hilton House, Hilton Street, Manchester, ("Grayce").

WHEREAS:

Grayce has agreed to provide certain services and deliverables to the Customer on the terms and conditions set out in this Agreement (the **Agreement**) and the Customer has agreed to purchase such services and deliverables as specified in the Schedules and any subsequent Statement of Work.

IT IS HEREBY AGREED:

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement (unless the context requires otherwise).

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Country Specific Schedule: a Schedule incorporated into a Statement of Work specifying country specific terms and conditions, used where work is taking place outside of the UK.

Customer: The person, firm, company or organisation, named in the Statement of Work for whom Grayce is to perform the Services as defined in the Schedule.

Customer Manager: [NAME/POSITION] or such other person as may be nominated by the Customer in writing from time to time.

Commencement Date: the commencement date specified in a Statement of Work

Confidential Information: information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of a party or any of its Group Companies for the time being confidential to that party or its Group Company and trade secrets including, without limitation, technical data and know-how relating to the business of that party or of its Group Companies or any of its or their business contacts, including in particular (by way of illustration only and without limitation) all deliverables under this Agreement, fee proposals, methodologies, all information designated as confidential in writing, all information relating to or in connection with the subject matter of this Agreement, together with any information which can be construed as confidential from the context in which it is given, whether or not such information is disclosed as confidential at the time of such disclosure.

Data Protection Legislation: (i) the Data Protection Act 2018; (ii) the General Data Protection Regulation ((EU) 2016/679); (iii) the United Kingdom General Data Protection Regulations (UK GDPR) as established by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 and (iii) any other directly applicable law or regulation relating to privacy and the protection of personal data (including with regards to electronic communications).

Effective Date: the date at the top of this Agreement.

Engagement: the engagement of Grayce by the Customer to provide some or all of the Services on

the terms of this Agreement and the relevant Statement of Work.

Grayce Perpetual IP: means software, databases, query tools, methodologies, processes, inventions, algorithms, procedures, techniques and work approaches in which Intellectual Property Rights subsist that are already in the possession of Grayce prior to the execution of this Agreement or developed or received by Grayce other than under this Agreement including but not limited to those received pursuant to the provision of services to its various other customers.

Group Company: The Customer and Grayce and (respectively) any company of which they are a Subsidiary (their holding company) and any of their Subsidiaries or any other Subsidiaries of any such holding company.

Insurance Policies: (as applicable) commercial general liability insurance cover, employer's liability insurance cover, professional indemnity insurance cover and public liability insurance cover.

Intellectual Property Rights: all intellectual property rights including, but not limited to, patents, rights to inventions, copyright and related rights, trademarks, service marks, trade or business names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights and semi-conductor topography rights, rights in confidential information (including know-how and trade secrets), moral and artists' rights, and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation made by Grayce in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium excluding the Grayce Perpetual IP or any invention, idea, discovery, development, improvement or innovation made to the Grayce Perpetual IP during the provision of the Services.

Key Personnel or Analysts: Individuals specified in the SoW who are integral to the delivery of the Services.

Laws: means all applicable statutes, regulations, ordinances, codes, rules, directives, treaties, and other requirements of any governmental, regulatory, or judicial authority having jurisdiction over the relevant party, its business, or the Services, including any amendments, extensions, or re-enactments thereof, and any subordinate legislation made under them, in each case having the force of law in any applicable jurisdiction.

Onboarding Period: shall be a period of [2 weeks] starting from the date of the Pre-Emptive Onboarding Request.

Pre-Contractual Statement: any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the Engagement other than as expressly set out in this.

Services: the services to be provided by Grayce pursuant to this Agreement as described in Schedule A and any Statement of Work.

Subsidiary: in relation to a company (a holding company) means a subsidiary (as defined in section 1159 of the Companies Act 2006) and any other company which is a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company.

Substitute: a substitute for any of the Key Personnel appointed under the terms of clause 3.3.

Statement of Work: a set of requirements agreed between Grayce and the Customer (or a Group

Company) for the provision of the Services in a form materially as set out in Schedule C, which shall form part of and be subject to the terms of, the Agreement.

Termination Date: the date of termination of an Engagement howsoever arising.

Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by Grayce in the provision of the Services excluding the Grayce Perpetual IP.

Working Day/Business Day: means Monday to Friday excluding bank holidays.

1.1 The headings in this Agreement are inserted for convenience only and shall not affect its construction.

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 A reference to one gender includes a reference to the other gender.

1.4 A reference to 'writing' or 'written' shall include email except in relation to Clause 16.1.

1.5 The schedules to this Agreement form part of (and are incorporated into) this Agreement.

1.6 Where there is a conflict between the Terms and conditions of the Agreement and an SoW, the SoW shall take precedence.

2. TERM AND SCOPE OF AGREEMENT

2.1 This Agreement shall start on the date it is signed by both parties and shall continue unless terminated earlier in accordance with Clause 14 or Clause 22.

2.2 The Customer shall engage Grayce and Grayce shall provide the Services on the terms of this agreement. The nature of the Services is described in Schedule A and in each Statement of Work.

2.3 The details of each Engagement will be described in a separate Statement of Work (substantially in the form set out at Schedule C). The Engagement shall only be deemed to be accepted when the Statement of Work is signed by both parties at which point and on which date the Engagement shall be effective.

2.4 In the case of any conflicts between these terms and conditions and an SoW, the SoW shall take precedence.

2.5 The Services shall commence on the Commencement Date identified in the Statement of Work and shall continue for the duration set out in the Statement of Work or unless and until the Engagement is terminated for any reason:

2.5.1 as provided by the terms of this Agreement ; or

2.5.2 by either Party giving no less than 30 Calendar Days prior written notice to the other.

2.6 The provisions of this Agreement are incorporated into each Statement of Work.

2.7 Both parties may extend the Term of this Agreement or any Engagement by written agreement.

2.8 The Parties acknowledge that Services may be provided in jurisdictions outside the United Kingdom through the respective Group Companies of Grayce and the Customer. In such cases, the Parties may agree to append Country Specific Schedule to the relevant SoW, which shall:

- 2.8.1 Set out any local legal, regulatory, tax, employment, or operational requirements applicable to the Services in that jurisdiction;
 - 2.8.2 Specify the pricing and associated terms for that jurisdiction;
 - 2.8.3 Specify any variations to the terms of this Agreement required to comply with local law or business practice;
 - 2.8.4 Be signed by the authorised representatives of the relevant in-country entities;
 - 2.8.5 Form part of this Agreement and be interpreted in conjunction with it. In the event of any conflict between the terms of this Agreement and a Country Specific Schedule, the terms of the Country Specific Schedule shall prevail for the purposes of the local engagement only.
- 2.9 Each Statement of Work shall specify the relevant Grayce and Customer entities responsible for the delivery and receipt of Services under that Statement of Work. The obligations, liabilities, and rights under each Statement of Work shall be solely those of the entities named therein, and no other entity shall have any liability or obligation under such Statement of Work unless expressly stated.
- 2.10 Where Group Companies of either Party enter into Statements of Work under this Agreement, references in the Agreement to Grayce and/or Customer, shall be deemed to reference the relevant Group Company as appropriate.
- 2.11 In the case of conflict between parts of this Agreement, such conflicts shall be resolved using the following order of precedence:
- 1. Any Country Specific Schedule;
 - 2. The SoW; then
 - 3. The terms and conditions of the Agreement.

3. DUTIES

3.1 During the Engagement Grayce shall:

- 3.1.1 provide the Services with reasonable care, skill and ability and use its reasonable endeavours to promote the interests of the Customer;
- 3.1.2 procure that, unless prevented by ill health or accident, it assigns Key Personnel during working hours (as may be indicated in the Statement of Work) to carry out the Services together with such additional time if any as may be necessary for the proper performance of the Services; and
- 3.1.3 promptly give to the Customer all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services.

3.2 If Grayce or any of the Key Personnel is unable to provide the Services due to illness or injury Grayce shall advise the Customer of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with Clause **Error! Reference source not found.** in respect of any period during which the Services are not provided due to illness or injury of the Key Personnel.

3.3 Grayce may, with the prior written approval of the Customer (such approval not to be

unreasonably withheld or delayed), appoint a suitably qualified and skilled Substitute for any of its Key Personnel to perform the Services on its behalf, provided that the Substitute may be required to enter into direct undertakings with the Customer, including with regard to confidentiality. Grayce shall continue to invoice the Customer in accordance with Clause **Error! Reference source not found.** and shall be responsible for the remuneration of the Substitute.

3.4 Subject to the approval in writing by the Customer, such approval not to be unreasonably withheld or delayed, Grayce may change the Key Personnel on written notice to the Customer, provided that the replacement Key Personnel are of at least equivalent skill and ability and are charged at the same Fee level as the Key Personnel who have been replaced.

3.5 Unless it has been specifically authorised to do so by the Customer in writing, Grayce shall not:

3.5.1 have any authority to incur any expenditure in the name of or for the account of the Customer; or

3.5.2 hold itself out as having authority to bind the Customer.

3.6 Grayce shall ensure that its Key Personnel comply with all applicable laws, regulations, reasonable standards of safety and comply with the Customer's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Customer any unsafe working conditions or practices.

3.7 Grayce may use another person, firm or company to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that the Customer will not be liable to bear the cost of such functions.

3.8 Grayce shall verify that all Key Personnel have the requisite education, qualifications, certifications and experience to provide the Services.

3.9 There shall be no obligation on the Customer to provide Grayce with any Engagement or with any minimum level or type of Services and there shall be no obligation on Grayce to accept any Engagement.

4. VETTING REQUIREMENTS

4.1 If the Customer has specific vetting requirements for an Engagement, these must be stated in the Statement of Work prior to signature and may incur additional cost.

5. CUSTOMER OBLIGATIONS

5.1 The Customer shall:

5.1.1 provide such information as required by Grayce for Grayce to select appropriate Key Personnel for the Engagement, including without limitation any relevant required skills and qualifications and vetting information;

5.1.2 co-operate with Grayce in all matters relating to the Services;

5.1.3 ensure the health and safety of Key Personnel on its or its clients' premises;

5.1.4 provide Grayce and the Key Personnel with access to the Customer's premises, office accommodation and other facilities as reasonably required by Grayce and the Key Personnel;

5.1.5 provide Grayce and the Key Personnel with such information and materials as Grayce and the Key Personnel may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

- 5.1.6 provide the Key Personnel with a laptop, systems and network access as well as desk space to work when working on Customer sites,
 - 5.1.7 keep all materials, equipment, documents and other property of Grayce, including without limitation any Grayce Perpetual IP, (**Grayce Materials**) at the Customer's premises in safe custody at its own risk, maintain the Grayce Materials in good condition until returned to Grayce, and not dispose of or use the Grayce Materials other than in relation to the ordinary receipt of the Services;
 - 5.1.8 where requested by Grayce, contribute to a case study or testimonial that Grayce may use in public facing communications. The Customer will have full sign off authority of any wording, video content or imagery;
 - 5.1.9 comply with any additional obligations as set out in the Statement of Work.
- 5.2 If Grayce's performance of any of its obligations under this Agreement or any Engagement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 5.2.1 without limiting or affecting any other right or remedy available to it, Grayce shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Grayce's performance of any of its obligations;
 - 5.2.2 Grayce shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Grayce's failure or delay to perform any of its obligations as set out in this Clause 5; and
 - 5.2.3 the Customer shall reimburse Grayce on written demand for any costs or losses sustained or incurred by Grayce arising directly or indirectly from the Customer Default.
- 5.3 If the Customer requires any Key Personnel to work outside of the UK for any period of time, this must be agreed in writing with Grayce beforehand.

6. FEES AND EXPENSES

- 6.1 In consideration of the provision of the Services during the Engagement, the Customer shall pay to Grayce the fees (**Fees**) calculated in accordance with Schedule B or as specified in the Statement of Work.
- 6.2 All Fees are exclusive of value added tax, which shall be added to Grayce's invoices at the then prevailing rates.
- 6.3 On the last Business Day of each week during the Engagement, Grayce shall submit to the Customer an invoice which details the amount of the Fee payable (plus VAT, if applicable) for such Services during that week. For the avoidance of doubt, all Fees are stated exclusive of VAT or applicable sales taxes and these will be added to the totals charged at point of invoice.
- 6.4 The Customer shall pay the invoice within 7 days of the date of invoice. All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.5 Any business-related required travel will be booked and paid for by the Customer in advance or can be reclaimed back by Grayce with evidence of pre-authorisation by the Customer.
- 6.6 Where Key Personnel are required to travel to Customer offices (or any location at the request of the Customer) that is outside that Key Personnel's town/city of residence, any associated expenses shall be chargeable to the Customer at cost. Grayce and the Key Personnel shall use reasonable endeavours to minimise such expenditure.

- 6.7 Subject to clause 5.3, if any of the Key Personnel is required to travel abroad in connection with the provision of the Services, Grayce shall be responsible for any necessary insurances, inoculations and immigration requirements.
- 6.8 Where a SoW Commencement Date has been agreed under an SoW and the Key Personnel is not able to commence service delivery on that date due to circumstances outside Grayce's control, Grayce shall still be entitled to begin charging the Fees from the SoW Commencement Date unless agreed between the Parties in writing.
- 6.9 Clause 20 notwithstanding, Grayce reserves the right to increase the Day Rates annually by a maximum of CPIH (most recent annual change percentage available from the ONS at time of uplift) + 3% with effect from 1st January each year. Such increases shall apply to Engagements starting, renewed or extended after each uplift date.

7. OTHER ACTIVITIES

- 7.1 Nothing in this Agreement shall prevent Grayce or the Key Personnel from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the engagement provided that such activity does not cause a breach of any of Grayce's obligations under this Agreement.
- 7.2 Grayce represents and warrants to the Customer that entering into this Agreement and the fulfilment of its terms will not be a breach of any agreement or other instrument to which it is a party or by which it is bound, and it does not require the consent of any person or entity to enter into this Agreement and will at all times comply with any rules and regulations applicable to the Services.

8. REVIEW AND CHANGE

- 8.1 Grayce and the Customer shall hold Service review meetings regularly, as may be reasonably required. Such meetings shall be convened and chaired by the Customer Manager. Attendees at such meetings shall be:
- 8.1.1 both parties' Managers;
 - 8.1.2 third party providers, as and if appropriate; and
 - 8.1.3 any other personnel who may be involved in the provision of the Services or impacted by any proposed Change.
- 8.2 If a change to the Services is requested by either party Grayce shall set out in writing or at a Service review meeting:
- 8.2.1 any additional changes to the Services resulting from such a change;
 - 8.2.2 any impact on Fees payable by the Customer;
 - 8.2.3 any impact on any timescales agreed between the parties.
- 8.3 No change to the Services shall be effective unless it is agreed in writing between the parties.
- 8.4 Any change agreed between the parties shall include the consequential changes set out in clause 8.2.
- 8.5 Notwithstanding the foregoing, Grayce reserves the right, in its sole discretion, to make any changes to the Services, documentation, methods or Deliverables that it deems necessary or useful to: (i) maintain or enhance the quality or delivery of Grayce's Services to its customers; or (ii) the Services' cost efficiency or performance; or (iii) to comply with applicable law

9. CONFIDENTIAL INFORMATION

- 9.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of

five years after termination of this Agreement, disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party or of any Group Company of the other party , except as permitted by Clause 9.2.

9.2 Each party may disclose the other party's confidential information:

9.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 8; and

9.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Prior to making any such disclosure, the party shall make commercially reasonable efforts to provide the disclosing party with prompt written notice of such requirement so that the disclosing party may seek a protective order or other remedy.

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

10. DATA PROTECTION

10.1 The Customer will collect and process information relating to the Key Personnel in accordance with the Customer's own privacy notice which is [on its intranet OR annexed to this]. Grayce and the Customer shall be independent data controllers in respect of Personal Data relating to the Key Personnel.

10.2 With the exception of Personal Data referred to in Clause 10.1, Grayce and the Customer acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and Grayce is the data processor in respect of all other Personal Data to be processed under this Agreement and any Engagement.

10.3 Grayce and the Customer will comply with the Data Protection Legislation.

10.4 The Statement of Work sets out the scope, nature and purpose of the processing by Grayce, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation (**Personal Data**)) and categories of data subject. The Customer shall not provide Grayce with Personal Data except as agreed in a Statement of Work.

10.5 Grayce shall in relation to any Personal Data processed in connection with the Engagement:

10.5.1 Process that Personal Data only on written instructions of the Customer.

10.5.2 Keep the Personal Data confidential.

10.5.3 Comply with the Customer's data protection policy.

10.5.4 Comply with the Customer's reasonable instructions with respect to processing Personal Data.

10.5.5 Not transfer any Personal Data outside of the European Economic Area without the Customer's prior written consent.

10.5.6 Assist the Customer at the Customer's cost in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators.

10.5.7 Notify the Customer without undue delay on becoming aware of a Personal Data

breach or communication which relates to the Customer's or Consultant Company's compliance with the Data Protection Legislation.

10.5.8 At the written request of the Customer, delete or return Personal Data (and any copies of the same) to the Customer on termination of the Engagement unless required by the Data Protection Legislation to store the Personal Data.

10.5.9 Maintain complete and accurate records and information to demonstrate compliance with this clause 10.

10.6 Grayce shall ensure that it has in place appropriate technical or organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.

10.7 The Customer does not agree to Grayce appointing any third party processor of Personal Data under this Agreement.

11. INTELLECTUAL PROPERTY

11.1 Subject to Clause 11.5, Grayce acknowledges that all copyright, trademarks, patents and other Intellectual Property Rights deriving from services carried out by Grayce and any third party to whom the Contract is assigned or sub-contracted for the Customer during the Engagement, excluding all Grayce Perpetual IP, shall belong to the Customer. Accordingly, Grayce shall execute all such documents and do all such acts as the Customer shall from time to time reasonably require in order to give effect to its rights pursuant to this clause. Grayce agrees to indemnify the Customer against all claims for any infringement of patent or copyright arising out of the Services where any outputs or Works have been designed or scoped solely by Grayce.

11.2 Grayce undertakes:

11.2.1 not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Customer; and

11.2.2 to do all acts reasonably necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Customer.

11.3 Grayce warrants to the Customer that:

11.3.1 it has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;

11.3.2 it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and

11.3.3 the use of the Works or the Intellectual Property Rights in the Works by the Customer will not infringe the rights of any third party.

11.4 Grayce waives any moral rights in the Works to which it or they are now or may at any future time be entitled or any similar rights in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Works or other materials, infringes Grayce's moral rights.

11.5 All and any Grayce Perpetual IP is and shall remain the exclusive property of Grayce (or, where

applicable, the third party from whom its right to use the Intellectual Property Rights has derived). This Agreement does not assign any Grayce Perpetual IP. Grayce grants to the Customer a non-exclusive perpetual royalty-free license to use such Grayce Perpetual IP as may be incorporated in any Work produced by Grayce for the Customer pursuant to this Agreement for the purposes of using that Work only in the ordinary course of its business and the Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Grayce Perpetual IP in whole or in part. The Customer shall indemnify Grayce against any and all costs and losses incurred as a result of any breach by the Customer of this clause 11.5.

12. INSURANCE

- 12.1 Grayce shall maintain in force during the Engagement full and comprehensive Insurance Policies, with the following levels of indemnity in respect of the provision of the Services;
 - 12.1.1 Employers Liability - £10,000,000
 - 12.1.2 Public and Products Liability - £5,000,000
 - 12.1.3 Professional Indemnity - £1,000,000
- 12.2 Grayce shall ensure that the Insurance Policies are taken out with reputable insurers.
- 12.3 Grayce shall on request supply to the Customer copies of such Insurance Policies and evidence that the relevant premiums have been paid.
- 12.4 Grayce shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if Grayce is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, Grayce shall notify the Customer without delay.

13. LIMITATION OF LIABILITY

- 13.1 Neither party excludes liability for death, personal injury or limits liability to the other party to the extent such limitation or exclusion is not permitted by applicable law.
- 13.2 Subject to Clauses 13.1, neither party will be liable (whether in contract, tort (including negligence), misrepresentation (other than fraudulent misrepresentation), equity, breach of statutory duty or otherwise at law) for any indirect or consequential loss or damages (howsoever caused), nor for any wasted expenditure, loss of revenue, loss of profit, loss of savings, loss of interest or loss of goodwill (in each case whether direct or indirect).
- 13.3 Subject to Clauses 13.1, 13.1 and 13.2, Grayce's entire aggregate liability to the Customer in relation to all events and claims arising under or related to this Agreement, whether arising in contract (including under any indemnity), tort, negligence, misrepresentation, for breach of duty or otherwise, shall be limited per SoW in each 12 month period (such periods to start on the relevant SoW commencement date) to the total amount of Fees paid or payable pursuant to the Statement of Work in relation to which the liability arose in that same 12 month period but subject to a maximum overall aggregate Agreement cap (including cumulative claims under all SoWs) of £1,000,000.
- 13.4 Grayce shall not be liable in any way for acts or omissions of the Key Personnel whilst they are following a direct instruction from the Customer or a Customer policy or procedure.
- 13.5 Where Key Personnel are utilized by the Customer to work on Customer managed projects, Grayce shall not be liable or responsible for the completion, non completion, delay, or cost of those projects, nor for any other impacts to the overall project(s), or any costs, losses or expenses suffered by the Customer in relation to the same, howsoever arising.

- 13.6 Each party shall indemnify the other and keep the other indemnified against all losses arising out of or in connection with any breach by it of Clauses 8 (Confidential Information), 10 (Data Protection) and 11. (Intellectual Property).

14. TERMINATION

- 14.1 Notwithstanding the provisions of clause 2.5, either party may terminate the Engagement and/or this Agreement with immediate effect if the other party:

14.1.1 commits any serious or repeated breach or non-observance of any of the provisions of this Agreement and (if such breach non-observance or failure is remediable) fails to remedy it within 30 days of that party being notified to do so; or

14.1.2 refuses or neglects to comply with any reasonable and lawful directions of the other party; or

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

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

14.1.5 is in a financial position that deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

- 14.2 Without affecting any other right or remedy available to it, Grayce may terminate an Engagement and/or this Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

- 14.3 Without affecting any other right or remedy available to it, Grayce may suspend the supply of Services under the Engagement and any other Engagement if the Customer fails to pay any amount due on the due date for payment, the Customer becomes subject to any of the events listed in Clause 14.1.3 to Clause 14.1.5, or Grayce reasonably believes that the Customer is about to become subject to any of them.

- 14.4 Without affecting any other right or remedy available to it, the Customer may terminate an Engagement with immediate effect by giving written notice to Grayce if any Key Personnel:

14.4.1 is guilty of any gross misconduct affecting the business of the Customer or any Group Company; or

14.4.2 is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or

14.4.3 is in the reasonable opinion of the Customer negligent in the performance of the Services and the Customer has notified Grayce and Grayce has not replaced the Key Personnel in accordance with Clause 0 or provided a Substitute in accordance with Clause 0; or

14.4.4 is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 10 Business Days in any 3-month consecutive

period and the Customer has notified Grayce and Grayce has not replaced the Key Personnel in accordance with Clause 0 or provided a Substitute in accordance with Clause 0.

- 14.5 Subject to the terms of this Agreement, either party may terminate the Agreement for convenience upon giving 60 Business Days' prior notice in writing to the other party. In the event of such termination by Grayce, it will, at the Customer's request, complete all Services required to fulfil the Customer's pending commitments. In the event of such termination by the Customer, subject to clause 2.5.2 any existing Statement of Work shall continue until completion of the Services set out in that Statement of Work, and payment therefor.

15. OBLIGATIONS UPON TERMINATION AND POST-TERMINATION RESTRICTIONS

- 15.1 On termination or expiry of this Agreement or an Engagement for any reason:

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

15.1.2 Each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information, (ii) permanently delete all of the other party's Confidential Information from its computer systems, and (iii) certify in writing to the other party that it has complied with the requirements of this clause; provided, however, that Customer may retain copies of any Confidential Information of Grayce incorporated in the Deliverables or to the extent necessary to allow it to make full use of the Services and any Deliverables and Grayce may retain an archival copy of Customer's Confidential Information, subject to continuing obligations of confidentiality.

- 15.2 During the term of this Agreement and for a period of 12 months after the termination of the Agreement neither the Customer nor Grayce will offer employment or engage as a contractor or subcontractor any of the employees or associates of the other that are directly involved in the delivery and management of the Agreement. Grayce may waive the right to enforce this clause against the Customer if it agrees to do so in writing and in consideration of the Customer agreeing and adhering to the Transition Arrangements in Clause 19. Should either Party breach this Clause 15.2, the breaching party shall pay a sum to the non-breaching party equal to 75% of the first year's basic salary offered to the relevant employee or associate by the breaching party, or where engaged as a contractor, 75% of 12 months of pro-rated fees. This clause shall not restrict or penalise any offer of employment or engagement that stems from a response to a bona fide job advertisement placed by either party or their suppliers/recruitment partners.

16. STATUS

- 16.1 The relationship of Grayce to the Customer will be that of independent contractor and nothing in this Agreement shall render it nor any of its personnel an employee, worker, agent or partner of the Customer and Grayce shall not hold itself out as such. Grayce personnel may work alongside Customer teams and receive project-related direction, but such personnel remain employees of Grayce.
- 16.2 The parties expressly agree that Grayce personnel are not co-employed or jointly employed by the Customer. Grayce shall be solely responsible for all employment obligations, including payroll, taxes, insurance, and compliance with labor laws. The Customer shall not include Grayce personnel in any of its employee benefit plans or treat them as employees for any

purpose.

- 16.3 The Customer may provide project-related instructions, priorities, and deliverables to Grayce personnel in connection with the Services. However, Grayce retains sole responsibility for supervising, managing, and directing its personnel with respect to employment-related matters, including but not limited to compensation, benefits, discipline, performance management, and termination. The Customer shall not engage in any employment-related supervision or control of Grayce personnel.
- 16.4 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly Grayce shall be fully responsible for and shall indemnify the Customer or any Group Company for and in respect of:
- 16.4.1 any income tax, employment taxes and other mandatory employment related payments (for example NI or Social Security depending on jurisdiction) arising from or made in connection with the performance of the Services by Grayce personnel, where such recovery is not prohibited by law;
 - 16.4.2 amounts finally awarded by a court of competent jurisdiction, or agreed in a settlement approved in writing by Grayce, to the extent arising directly from (i) Grayce's breach of applicable Employment/Labour Laws, or (ii) Grayce's negligence or wilful misconduct, in each case in Grayce's capacity as employer of the relevant individual.
- 16.5 The Customer shall indemnify Grayce in relation to any claim brought against Grayce by an employee of Grayce that arises due to the actions or omissions of the Customer or Customer's employees, contractors or agents. This includes but is not limited to claims of harassment, discrimination or negligence.

17. NOTICES

- 17.1 Any notice given to a party under or in connection with the Agreement shall be in writing, shall be signed by or on behalf of the party giving it, shall be in English language and shall be:
- 17.1.1 delivered by hand or by registered first-class post or other next working day delivery service at the registered address of the receiving party (or other address as may be notified in writing in a Statement of Work or otherwise in the course of the Agreement); or
 - 17.1.2 sent by email to (in the case of the Customer) the Customer Manager or (in the case of Grayce) to such authorised representative as may be notified to the Customer from time to time.
- 17.2 Any notice shall be deemed to have been received:
- 17.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 17.2.2 if sent by registered first-class post or other next working day delivery service, at 9:00 am on the second Business Day after posting; or
 - 17.2.3 if sent by email, at the time of transmission.
- 17.3 In proving such service has been issued by post it shall be sufficient to prove that the envelope

containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post.

18. ENTIRE AGREEMENT

18.1 Each party on behalf of itself and as agent for any Group Companies acknowledges and agrees with the other party (acting on behalf of itself and as agent for each Group Company) that:

18.1.1 this Agreement together with any documents referred to in it constitute the entire agreement and understanding between Grayce and the Customer and any Group Company and supersedes any previous agreement between them relating to the Services and associated Engagements;

18.1.2 in entering into this Agreement neither party nor any Group Company has relied on any Pre-Contractual Statement; and

18.1.3 the only remedy available to either party for breach of this Agreement shall be for breach of contract under the terms of this Agreement and it shall have no right of action against any other party in respect of any Pre-Contractual Statement. Nothing in this Agreement shall, however, operate to limit or exclude any liability for fraud.

19. TRANSITION ARRANGEMENTS

19.1 The table below provides a definition of resources at L1, L2, L3 and L4.

Grayce Level	Description
L1 – Analyst	< 1 year on Grayce programme or relevant experience
L2 – Senior Analyst	1-2 years on Grayce programme or relevant experience
L3 – Lead Analyst	2-3 years on Grayce programme or relevant experience
L4 – Principal Analyst	3+ years on Grayce programme (or equivalent experience)

19.2 The following conditions in Clause 19.3 apply as per the Level that the Key Personnel is at in the Grayce grading structure (as indicated in the table above) as at the date the Key Personnel begins their first Engagement with the Customer.

19.3 Subject always to the express written agreement of Grayce:

19.3.1 After any Key Personnel has completed a continuous period of 24 months providing services under Engagements at the Customer, the Customer may offer employment to that resource, without any kind of additional sourcing payment to Grayce. Grayce staff have a three-month notice period and therefore the Key Personnel will be eligible for approach by the Customer after a period of 21 months.

19.3.2 Additionally, after an L2 Key Personnel has completed a continuous period of 18 months providing services under Engagements at the Customer, the Customer may offer employment to that resource, subject to payment by the Customer to Grayce of 10% of the annual salary offered to the Key Personnel by the Customer. Grayce staff have a three-month notice period and therefore the Key Personnel will be eligible for approach by the Customer after a period of 15 months.

19.3.3 After an L3 or L4 Key Personnel has completed a continuous period of 12 months

providing services under Engagements at the Customer, the Customer may offer employment to that resource, subject to payment by the Customer to Grayce of 17% of the annual salary offered to the Key Personnel by the Customer. Grayce staff have a three-month notice period and therefore the Resource will be eligible for approach by the Customer after a period of 9 months.

19.4 In each instance set out in Clause 19.3 the following conditions apply:

19.4.1 If the Key Personnel chooses not to accept an offer of employment from the Customer then this will not impact the applicable Statement of Work under which the relevant Key Personnel is engaged.

19.4.2 Grayce staff have a three-month notice period, therefore there must be at least a 3 month period between formal acceptance of an employment contract by an Analyst or resignation of that Analysts Employment with Grayce (whichever is later and such offer not able to be given before the tenure thresholds mentioned above in clause 19.3) and actual start date of new employment with the Customer.

19.4.3 The Key Personnel must be engaged in the provision of Services to the Customer pursuant to a relevant Statement of Work at the point of transition.

19.4.4 If the Key Personnel agrees to an offer of employment by the Customer, Grayce agrees to waive the restrictions within the Key Personnel's contract of employment which restricts them from taking up employment with the Customer provided that the transition process as set out in this clause 19 has been properly followed for that Key Personnel and the relevant qualifying conditions set out in Clause 19.3 has been met.

19.4.5 The Customer undertakes not to employ any current Key Personnel who do not meet the qualifying criteria set out in this Clause 19.

20. VARIATION

No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

21. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

22. FORCE MAJEURE

Neither party shall be in default of any obligation under this Agreement to the extent the performance of such obligation is prevented or delayed by a Force Majeure Event. For the purposes of this section, Force Majeure Events include, but are not limited to, fire, flood, explosion, strike, war, insurrection, embargo, government requirement, act of civil or military authority, act of God, epidemic, or any similar event occurrence or condition which is beyond the reasonable control of that party. The parties shall take all reasonable action to minimize the effects of a Force Majeure Event. If a Force Majeure Event prevents or delays the performance of a party for 30 days, the other party shall have the right to terminate the affected Statement of Work upon written notice at any time before performance resumes.

23. DISPUTE RESOLUTION

23.1 If any dispute, controversy, or claim arises in connection with this Agreement, a director or other senior representatives of the parties with authority to settle the dispute will, within 14 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

- 23.2 If the dispute controversy, or claim is not wholly resolved at that meeting, it shall be submitted to the Chartered Institute of Arbitrators (CI Arb) and settled by final and binding arbitration in accordance with the CI Arb Arbitration Rules. Judgment on any award issued under this provision may be entered by any court of competent jurisdiction.
- 23.3 The arbitral tribunal shall be composed of one arbitrator.
- 23.4 A sole arbitrator shall be appointed by agreement of the parties. If the parties have not agreed on the appointment of a sole arbitrator within 30 days of the respondent's receipt of a notice of arbitration, then, at the request of one of the parties, a sole arbitrator shall be appointed by the CI Arb.
- 23.5 The place of arbitration shall be London, England. The proceedings shall be conducted in accordance with the arbitration law of the place of the arbitration. The language of the arbitration proceedings shall be English.

24. ASSIGNMENT AND THIRD-PARTY RIGHTS

- 24.1 Grayce may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement.
- 24.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- 24.3 Notwithstanding Clause 24.2 above, the Customer may, without the consent of Grayce, assign the benefit of all or any of its obligations, or any benefit it enjoys under this Agreement, to a Group Company (which assignment shall have effect only for so long as the assignee remains a Group Company of the assignor) or for the purposes of, or in connection with, any re-financing or acquisition of its entire share capital, provided a) all pending services to be rendered and pending bills to be settled are rendered / settled, as the case may be, by the assigning party to the other party and b) such assignment is communicated, by the Customer, and acknowledged by Grayce within a reasonable period of time.
- 24.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than Grayce and the Customer shall have any rights under it. The terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this Agreement may be rescinded (in each case), without the consent of any third party.

25. NO WAIVER

No failure or delay on the part of any of the parties to this agreement relating to the exercise of any right, power, privilege or remedy provided under this agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party to this agreement nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this agreement (all of which are several and cumulative and are not exclusive of each other) or of any other rights or remedies otherwise available to a party at law or in equity.

26. GOVERNING LAW AND JURISDICTION

- 26.1 This agreement shall be governed by and construed in accordance with the laws of England and Wales.

26.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

This agreement has been entered into on the date stated at the beginning of it.

SIGNED by

.....

for and on behalf of Grayce Group Limited

SIGNED by

.....

for and on behalf of [INSERT NAME]

SCHEDULE A

DESCRIPTION OF SERVICES:

Overview

1. The Services consist of delivering project support services to Customer managed projects as further specified in SoWs as well as a wraparound professional training and development programme and performance management for all Analysts who may be involved in delivery of Services.

Consultancy, Project Support and Professional Services

2. The anticipated activities for the Analysts shall be as defined in each Statement of Work.

Analyst Professional Training and Development

3. Grayce provides core training to Analysts, related to their applicable discipline on a continuous basis to ensure they develop their skills.
4. Each Analyst is assigned a Grayce Delivery Manager, coaches, and mentors to support development. Analysts will also be welcomed into Grayce communities and buddied with fellow Analysts to promote knowledge exchange and further accelerate professional and personal development.
5. In addition to the core training, Grayce provides the flexible option of a budget for the Analyst to select the training that they wish to pursue. They also have unlimited access to learning paths in LinkedIn Learning and other online learning platforms that Grayce has a subscription for.
6. L 1 is foundational for Analysts so there is no discretionary training budget allocated at this stage, as full focus is required on achieving the fundamental skills and experience that the Analysts will need to be successful in their chosen discipline.
7. For L2 onwards, each Analyst will be allocated an annual training allowance (in addition to the ongoing core training provided by Grayce) to spend on development as they see fit. The Customer can work with each Analyst to suggest courses and training that would support them in their work with the Customer but the final decision on how to spend this training allowance will always rest with the Analyst. The scope of available training is wide, and Analysts can explore any qualifications so long as it's covered in the training budget, relevant to the Customer's needs and the Analyst role.

Service Delivery and Performance Management

8. Grayce shall monitor and supervise the quality of the Services through a robust performance management process with formal appraisals to ensure that Analysts are developing the required skills and achieving the formal certifications and accreditations as the case may be.

9. Where Analysts are not performing to the required standard, Grayce operates a performance improvement process that, in collaboration with the Customer, will result in an improvement plan with milestones and timeframes for associated activities.

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SCHEDULE B

FEE AND PAYMENT SCHEDULE

Fee rates will be determined in accordance with the following tables

UK Commercials

Business and Digital Analysts

Grayce Career Level	Description	Day Rate (Excl. VAT)
L1	< 1 year on Grayce programme (or equivalent experience)	
L2	1-2 years on Grayce programme (or equivalent experience)	
L3	2-3 years on Grayce programme (or equivalent experience)	
L4	3+ years on Grayce programme (or equivalent experience)	

The above rates (the “**Day Rates**”) are before VAT and VAT will be applied in addition at the prevailing rate.

The Day Rates shall be payable for every Working Day of the SoW term unless the Key Personnel are unavailable through illness or annual leave. For the avoidance of doubt, the Day Rate shall be chargeable for the days spent by the Key Personnel on Grayce’s onboarding and orientation (Welcome to Grayce). This is typically 4-8 Working Days but the SoW start date shall be the first day of Welcome to Grayce, rather than the first day the Key Personnel are working with the Customer.

Day Rates apply to a standard seven and a half (7 ½) hour day Monday to Friday. Excess hours worked (over 7 ½ hours) will be chargeable based on the applicable day rate.

Where an individual becomes eligible to reach the next Grayce career level part way through an Engagement, the rate for that individual will be increased in accordance with the tables above from the point at which they meet the relevant Grayce promotion criteria.

Clause 20 notwithstanding, Grayce reserves the right to increase the Day Rates annually by a maximum of CPIH (most recent annual change percentage available from the ONS at time of uplift) + 3% with effect from 1st January each year. Such increases shall apply to Engagements starting, renewed or extended after each uplift date.

SCHEDULE C

STATEMENT OF WORK TEMPLATE

BETWEEN

[CLIENT NAME] and GRAYCE

BACKGROUND:

- (A) On **[insert date]**, Grayce and **[CLIENT NAME]** ("the Customer") entered into a Master Services Agreement for the provision of certain services (the "Agreement").
- (B) The Customer now desires to procure certain Services from GRAYCE and GRAYCE is willing to provide such Services subject to the terms and conditions of the Agreement and this Statement of Work.

1. DEFINITIONS AND INCORPORATION

- 1.1. Terms capitalised and used in this Statement of Work will have the meanings assigned to them under the Agreement.
- 1.2. Except as otherwise expressly stated by executing this Statement of Work the parties agree that all of the provisions of the Agreement are expressly incorporated into this Statement of Work by reference and agree to comply with and be bound by all of the terms and conditions of the Agreement and this Statement of Work.

2. DURATION

- 2.1. This Statement of Work shall commence on **SOW START DATE** and unless terminated earlier in accordance with its terms, shall continue until **SOW END DATE**.
- 2.2. **CLIENT** must give not less than one month's notice should they wish to terminate this Statement of Work.
- 2.3. **CLIENT** shall endeavour to notify the Supplier at least 1 month in advance of the SoW end date if it wishes to extend the SoW. If notice is given beyond this time, the Supplier can not guarantee that the same resource will be available for any extension.

3. OVERVIEW OF THE ENGAGEMENT

The main contacts for each Party shall be:

Customer Contact – XXXXXXXX

Grayce Contact - XXXXXX

4. SERVICES AND SPECIFICATION

Grayce shall ensure that suitably skilled Grayce personnel ("Analysts") shall deliver services. Grayce shall also provide a wraparound training, development and performance management service in relation to all engaged Analysts.

Indicative Analyst activities expected to include:

XXXXXXX

Grayce Wraparound Service

- Ongoing professional training and development for all Analysts including:
 - Professional certifications linked to their chosen discipline
 - Access to multiple remote and e-learning resources
 - (for L2+) a discretionary training allowance to spend on training of their choosing. The Customer can work with the Analyst to tailor this discretionary training to their needs.
 - Regular training and development appraisals and reviews with a dedicated Grayce Talent Development Manager
- Delivery and Performance Management
 - Regular performance reviews with Analysts to track quality of delivered services
 - Performance improvement process where required

5. PROGRESS MONITORING AND REPORTING

- 5.1. The Customer Manager (or any other nominated service user as identified within this Statement of Work) may request regular meetings to discuss progress, quality and service feedback with GRAYCE.

6. FEES AND OTHER PAYMENTS

- 6.1. The Fees for the Services shall be payable in pounds sterling.
- 6.2. Fees for the Services shall be in accordance with clause 7 below and will be charged for every Business Day of the SoW Term apart from those where the Key Personnel are unavailable due to illness or annual leave.
- 6.3. All Fees are stated exclusive of VAT or applicable sales tax and any such taxes shall be added to the totals charged at point of invoice.

7. KEY PERSONNEL

- 7.1. The following Key Personnel shall be assigned as at the commencement of the Engagement:

Key Personnel and Fees					
<i>Role</i>	<i>Start Date</i>	<i>End Date</i>	<i>Estimated Number of Working Days</i>	<i>Rate (Excluding VAT)</i>	<i>Estimated Total (£) Excluding VAT</i>

8. LOCATIONS

9. The Customer's EQUIPMENT

The Customer shall provide the Key Personnel with a laptop, systems and network access as well as desk space to work when working on Customer sites.

10. DATA PROTECTION

N/A

AGREED by the Parties through their authorised signatories:

For and on behalf of [**CLIENT NAME**]

For and on behalf of **GRAYCE**

Signature:

Signature:

Name/Title:

Name/Title:

Date:

Date:

SCHEDULE D

Country Specific Schedules

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