

Statement on Standard Terms and Conditions

Enclosed below are UST's standard terms and conditions (MSA) that we could use as part of a Call of Contract. Alternatively, UST is flexible to amend, modify or include additional terms and conditions that may be required as part of a Call Off Contract in line with the contractual requirements of Buyer.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is made and effective _____, 20__ (the "Effective Date"), by and between UST Global Private Limited, a company incorporated in England and Wales with company number 05795168 ("UST Global"), with its registered office at 2nd Floor, 7 Seymour Street, Marylebone, London, United Kingdom W1H 7JW, and _____ a company incorporated in England and Wales with company number _____ (the "Client Party"), having its registered office at _____.

RECITALS:

WHEREAS, UST Global and certain of UST Global's Affiliates provide information technology products, services and solutions; and

WHEREAS, the Client Party or the Client Party's Affiliates desire to engage UST Global or such UST Global's Affiliates to provide Services as described herein, subject to the terms and conditions of this Agreement and each SOW.

AGREEMENT:

NOW, THEREFORE, it is agreed as follows:

1. SERVICES.

1.1. Services and Deliverables. In this Agreement: the "UST Group" means UST Global and its Affiliates; and the "Client Group" means the Client Party and its Affiliates. In respect of this Agreement excluding any SOW: each reference in this Agreement to "UST" shall be deemed to be a reference to UST Global; and each reference in this Agreement to "Client" shall be deemed to be a reference to the Client Party. In respect of each SOW: each reference in this Agreement to "UST" shall be deemed to be a reference to the member of the UST Group that is a party to that SOW; and each reference in this Agreement to "Client" shall be deemed to be a reference to the member of the Client Group that is a party to that SOW. During the term of this Agreement, Client or UST may identify services and products that Client desires to have UST provide to Client (the initial project and additional projects, if any, are referred to herein as "Projects" or singularly, "Project"). Each Project will be described within a Statement of Work ("SOW") in substantially similar to the form attached as Exhibit A (Form of SOW) and may include provisions of specific services, identified as "Services" ("Services" or "Service" in the singular), delivery of specific software products, or other related items created by UST specifically for Client in a SOW resulting from the Services, identified as "Deliverables" ("Deliverables"), and/or software provided as a service to support the provisioning of Services or made available to Client as a stand-alone product, identified as "Software Services" ("Software Services"). Deliverables specifically exclude, Pre-existing Works, Software Services and Third Party Products or any items created for not specially for Client. Each SOW may also contain, to the extent applicable, specifications, descriptions, delivery of goods other than Deliverables or Software Services, schedules, milestones, payment details, and other terms and conditions not detailed by this Agreement and mutually agreed by the parties to the SOW. For purposes of this Agreement, Client acknowledges and agrees that UST may, as set forth in an applicable SOW or otherwise agreed to by Client, use one or more Third Party Products including Third party hardware to provide end-to-end solutions under this Agreement and the applicable SOW. "Third Party Products" means software, tools, equipment, any hardware material, and any intellectual property which are owned by a third party or third parties which Supplier is authorized to resell to its customers. For any Third Party Products used, sold or incorporated into the Services, Client shall receive only the warranties offered by such third parties to the extent UST may pass through such warranties to its Client, and UST hereby expressly disclaims any additional warranties of any kind. Client hereby acknowledges and agrees that Client's use of Third Party Software shall be subject to licensing provisions set out in this Agreement and the EULA (End User License Agreement) of the applicable third party.

1.2. Statements of Work. For any and all Projects on which Client wants to engage UST, Client and UST will sign a SOW, which will include requirements and any applicable Deliverables and Software Services. The SOW will be effective when signed by UST and Client. Each SOW shall constitute a separate legally-binding agreement between UST and Client and shall incorporate the terms and conditions of this Agreement unless otherwise specified in the SOW in accordance with Section 1.1.

1.3. Change Orders. Client initiated changes to a SOW, including but not limited to changes to the written specifications, schedule or scope of work, must be made only pursuant to a change order ("Change Order") in substantially the form of Exhibit B (Form of Change Order) executed by the authorized signatories of both parties to the SOW. UST has no obligation to commence Services in connection with any change until the fee and/or schedule impact of the change is agreed upon by the parties in a Change Order signed by both such parties. UST may issue a Change Order or an additional SOW detailing the additional work, resources and schedules required to respond to scope of work changes. Change Orders will be amendments to the applicable SOW and will be billed on a time and expenses basis in accordance with the rate card in the SOW or as mutually agreed upon by the parties. All material and significant deviations beyond an agreed upon Project description within the applicable SOW may constitute an additional SOW or Change Order to be mutually agreed upon in writing by the parties to it.

2. **PERSONNEL.**

2.1 UST Employees. Personnel performing Projects for Client under this Agreement or any SOW ("Personnel") are employees or contractors of UST and shall not become employees of Client during the term of this Agreement as a result of performing services for Client hereunder unless specifically agreed otherwise in any SOW. Unless specifically agreed otherwise in any SOW, UST acknowledges that Personnel shall not be entitled to any benefits provided to employees of Client. Unless specifically agreed otherwise in any SOW, UST agrees to be responsible for all employer responsibilities, including but not limited to withholding income and other similar taxes and social security from amounts payable to Personnel, if applicable and as required by law.

2.2 Subcontractors. UST may provide the Services through Subcontractors; including those in any jurisdiction; provided, however, that UST will remain responsible for the acts of any such Subcontractor carried out pursuant to the terms of the applicable SOW, and any such Subcontractor will be bound by terms of confidentiality at least as stringent as those contained herein. Save as otherwise set out in this Section 2.2, no member of the UST Group shall be liable for the acts or omissions of another member of the UST Group. Client hereby agrees that, subject to Section 7, Client Data may be transmitted and processed outside of the United Kingdom by UST or its Subcontractors. "Subcontractor" means an entity engaged by a party to perform obligations under the Agreement and/or any SOW, excluding Third-party Service Providers. "Client Data" means personal data, financial information, medical information, claims, content, data and any other information that is: (i) provided to UST enabling performance of the Services or other obligations under the Agreement and/or any SOW; (ii) disclosed to UST through use of the Services; or (iii) results from Client's use of the Services, including without limitation any software or other tangible or intangible technology provided by Client to facilitate UST's performance of the Services, as may be further described in a SOW.

2.3 Non-Solicitation. During the term of this Agreement and each SOW and for the twelve (12) months following the termination of this Agreement and all of the SOWs (the "Non-Solicitation Period"), neither party to this Agreement or any SOW will (directly or indirectly) solicit the other party's employees or personnel who are currently employed or engaged by that other party or who were employed or engaged by that other party within the six (6) months prior to solicitation ("Protected Personnel") for employment or engagement as an employee, consultant, or independent contractor. However, it shall not be deemed a violation of this Section 2.3 for any party to solicit another party's Protected Personnel if: (i) the initial solicitation to which the Protected Personnel responds is a general advertisement not specifically targeted at that other party or Protected Personnel, such as a newspaper or web site job listing; or (ii) the Protected Personnel contacts the hiring party on his or her own initiative, was in discussion with the hiring party regarding possible employment prior to the signing of this Agreement, or is referred to the hiring party by search firms, employment agencies, or other similar entities, provided that such entities have not been specifically instructed by the hiring party to target the other party or Protected Personnel.

2.4.1 Liquidated Damages. Each of UST's and Client's employees and personnel are highly qualified and have received extensive training from the party in support of their duties. Their skills are critical to each of UST's and Client's successful performance of its obligations to its clients, its business model is built on a principle of establishing long term relationships through its employees and personnel with its clients rather than providing recruitment services, and the other party's violation of Section 2.3 would cause significant harm to the party. UST and Client agree therefore, if either party

employs or engages (whether as an employee, consultant or independent subcontractor) any Protected Personnel during the Non-Solicitation Period, the violating party shall pay to the other party the greater of: (i) fifty percent (50%) of such employee's first twelve (12) months of salary; or (ii) fifty percent (50%) of gross payments for the first twelve (12) months services provided to the violating party by the Protected Personnel. UST and Client hereby agree that the foregoing liquidated damage amounts are a reasonable estimate of the actual damages a party may suffer as a result of a breach of Section 2.3.

2.4 TUPE Regulations. Unless specifically agreed otherwise in any relevant LCA or applicable SOW, Client and UST agree that the entry into this Agreement or any SOW, including their performance or extension, is not intended for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time ("Regulations") to constitute a "relevant transfer" to UST of any employees or any contractor employed or engaged by Client, its Affiliates or any third party in providing services similar to the Services ("Client Contractor"). If, however, a contract of employment between a Client, its Affiliates or any Client Contractor and any person has effect, pursuant to the Regulations, as if originally made between UST and such person, or if a claim is made to such effect, UST may terminate such contract. Client shall indemnify and keep indemnified UST against all and any costs (including any legal costs), expenses, liabilities, damages and losses suffered or incurred by UST arising out of or in connection with the employment or termination of employment of any such person (whether before or up to 3 months after any such transfer) and any other claim made by or in respect of any such person for which it is alleged UST may be liable by virtue of application or the alleged application the Regulations to this Agreement or any SOW, including their performance or extension.

2.5 Unless specifically agreed otherwise in any SOW:

2.5.2 upon any termination or expiry of this Agreement or any SOW, or the termination of part of the Services or any change or reduction in the Services for whatever reason, UST (or its suppliers and other contractors), shall retain responsibility for all of the UST Personnel; and

2.5.3 if, pursuant to the Regulations, any of the UST Personnel transfers, or is alleged to transfer, to the employment of Client or any third party service provider appointed by Client to provide services similar to the Services in place of UST, UST shall indemnify and keep indemnified Client against all and any costs (including any legal costs), expenses, liabilities, damages and losses suffered or incurred by such Client arising out of or in connection with the employment or termination of employment of any such person (whether before or up to 3 months after any such transfer) and any other claim made by or in respect of any such person for which it is alleged Client may be liable by virtue of the application or alleged application of the Regulations.

3. **CLIENT'S RESPONSIBILITIES.**

3.1. Dependency. UST's performance is dependent upon Client's fulfillment of its obligations under this Agreement and each SOW, at no charge to UST. Any delay in performance of Client's obligations may result in additional charges and/or delay of the completion of the Services, Deliverables or Software Services. In addition to Client's other obligations under this Agreement, Client hereby:

3.1.1. Agrees to provide at its sole cost and expense a safe working space, and sufficient facilities, equipment and related supplies at its premises for any Personnel required to perform services on-site at Client's facility;

3.1.2. Agrees to provide to UST all software, with supporting licenses, required for UST to perform the requisite Services under a SOW, regardless of where such services will be performed, and in the event that UST is required to purchase software to perform the Services under this SOW, Client will reimburse UST for the associated licensing fee(s);

3.1.3. Authorizes UST and its Affiliates (and their successors and assigns, contractors and agents) to store and use Client's business contact information wherever UST does business, for use in connection with UST products and services or in furtherance of UST's business relationship with Client;

3.1.4. Agrees to obtain any necessary consents and take any other actions required by applicable Law, including but not limited to data privacy laws, prior to disclosing any of its employee information, Client Data, or other legally protected information to UST;

3.1.5. grants UST a non-exclusive, worldwide, perpetual, irrevocable, sublicensable, royalty-free, freely transferable right and license to use, copy, modify, create derivative works of, delete, transmit, publish, display, perform, translate, and distribute any information, including Client Data, provided hereunder by Client to UST in order for UST to provide its obligations under this Agreement and any SOW; and

3.1.6. Agrees to designate a representative who will have the authority to act on behalf of Client in all matters related to this Agreement and, in respect of each SOW, a representative who will have the authority to act on behalf of Client in all matters related to the Services performed by UST under that SOW.

3.2. Acceptance. Unless a different time period is set forth in a SOW, Client shall notify UST, in writing within fifteen (15) business days following receipt of any Deliverable, for which UST has responsibility for delivery, if it does not comply in all material respects with the requirements of this Agreement and, solely to the extent not inconsistent, the SOW specifications (collectively, the “Specifications”). Such notice must include a written list of items that must be corrected, including reasonably detailed evidence of such non-compliance. Acceptance by Client shall not be unreasonably withheld, conditioned or delayed. The passage of fifteen (15) business days without notice of rejection following delivery to or use by Client of such Deliverable will be deemed as acceptance by Client. After written notice from Client of a deviation from the Specifications, UST will correct such deviations in the Deliverable within thirty (30) days after receipt of such notice, at no additional cost to Client. The acceptance process shall resume (with Client having an additional fifteen (15) business days to complete its testing) as set forth above. If, after Client has completed at least two review cycles as described in this Section 3.2, Client determines that the Deliverable, as revised, does not comply in all material respects with the Specifications, UST must promptly present Client with a plan to fix such problems within a period of time that is reasonable under the circumstances. UST’s re-performance of the Services and/or correction of a Deliverable is Client’s sole and exclusive remedy for UST’s deviation from Specifications. Acceptance for Software Services will be set forth in the applicable SOW.

3.3. Cooperation. In order for UST to perform its obligations under the Agreement and each SOW, Client shall, at Client’s expense, provide UST with reasonable, good faith cooperation and access to such information as may be required by UST in order to render the Services, and cooperate with UST, and make decisions and communicate information in a timely manner. Client acknowledges and agrees that it will Cooperate in a timely manner, and that UST’s ability to provide the Services and any Software Services depends on Client’s Cooperation and timely action. For purposes of this Agreement, “Cooperation” or “Cooperate” means Client’s timely provision of and access to necessary personnel and suitably configured Client’s systems; Client’s submission of Client Data in an agreed-upon format; and Client’s timely assistance, cooperation, responses to requests, and furnishing of information and data that is complete and accurate in all material respects.

4. FEES AND EXPENSES.

4.1. Payment Schedule. Client shall pay UST in accordance with the Fees and payment schedule set forth in the applicable SOW or Change Order. Payment of Fees and expenses reimbursements are due and payable within thirty (30) days after an invoice from UST is received by Client, and payment for Services will be due as set forth in the applicable SOW. UST may cease work on a Project or provisioning of Software Services if an undisputed payment or undisputed expense reimbursement is not made within ten (10) days of its due date as long as, on or after the tenth (10th) day after payment is due, UST provides at least ten (10) business days’ notice of its intention to cease Service or Software Services in order to allow Client an opportunity to make payment and prevent cessation of Service or Software Services. If Client has not paid such delayed payment on the twelfth (12th) day following written notice, UST is entitled to cease Service or Software Services, as applicable, and withhold any subsequent Deliverables or suspend Services or Software Services until payment is received. Client will reimburse UST for all necessary, reasonable and actual out-of-pocket expenses provided such expenses are authorized by Client and incurred in connection with Services furnished under this Agreement and/or any SOW. UST’s Personnel will exercise reasonable cost effectiveness when incurring expenses. Unless specifically agreed in writing, each party will be responsible for its own internal expenses incurred in rendering performance, including but not limited to the cost of facilities, work space, computers and computer time, development tools and platforms, utilities management, personnel, payroll, payroll taxes, business taxes and insurance. Client agrees that the fixed and/or hourly/monthly fees, and any and all other fees, do not include and Client agrees to reimburse UST for: any sales (including VAT), use, excise or similar taxes that may be assessed on the Services provided hereunder (excepting taxes on UST’s net income).

4.2. Taxes. Except as otherwise set forth in Section 14.10, Client shall, in addition to the payments required hereunder, pay directly to the applicable taxing authority, or as reimbursement to UST if UST has paid any and all applicable sales (including VAT), use, transfer or other taxes, however designated, which are levied or imposed by reason of the transactions contemplated hereunder; excluding, however, UST’s taxes on income which may be levied against UST. UST

shall timely remit to the appropriate taxing authority all amounts collected from Client on account of Client's tax obligation, if any.

4.3. Interest. Each invoice will be payable in accordance with the provisions in Section 4.1. UST reserves the right to charge interest in the amount of four percent (4%) per annum above the base rate of HSBC in London from time to time in force on any undisputed amounts unpaid after forty (40) days of the invoice receipt date and provided that Client has not cured such non-payment. Such interest will accrue on a daily basis from the due date until the date such outstanding amount and interest have been paid in full. Invoices shall be submitted to Client as indicated in the SOW. Any late invoicing by UST shall not affect the obligation of Client to pay for the Services covered by that invoice.

4.4. Records. UST agrees to maintain accurate records to substantiate the fees and expenses invoiced hereunder and shall retain those records for one (1) year from the dates of the respective invoices issued hereunder.

4.5. Fee Increase. Upon the first anniversary of the Agreement and every year thereafter, all fees shall be subject to change to account for the prior year's inflation, through a cost-of-living adjustment ("COLA"). For Services performed in the United States, the Employment Cost Index published by the United States Bureau of Labor Statistics shall apply. Services performed in all other locations will use the AON Radford Salary Increase and Turnover Study Index published by AON Radford for the applicable country. Affiliates of UST Global Inc may enter into and become a party to a SOW for the provision of Services to Customer. Pursuant to the foregoing, Services performed outside of the United States will be provided by a foreign Affiliate of UST Global Inc entering into a SOW with Customer for such Services. All SOWs shall identify the location of the performance of the Services.

5. **INTELLECTUAL PROPERTY.**

5.1. Intellectual Property Rights. "Intellectual Property Rights" or "IPR" means (collectively) any and all known or hereafter acquired tangible and intangible:

5.1.1. rights associated with works of authorship throughout the world, including but not limited to copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work) and moral rights therein;

5.1.2. trademarks (including, without limitation trade names, trademarks, service marks and trade dress) and similar rights;

5.1.3. trade secret rights; "Trade Secret" means information from which a party derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by, proper means by other persons, and is the subject of reasonable endeavours under the circumstances to maintain its secrecy;

5.1.4. patents (including, without limitation, the exclusive right to make, have made, use and sell), designs, algorithms;

5.1.5. all other intellectual and industrial property rights (of every kind and nature), whether arising by operation of law, contract, license, or otherwise, including without limitation, rights of publicity, authors' rights, literary and dramatic rights of any person, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence anywhere in the world and all renewals and extensions thereof;

5.1.6. all registrations, applications, renewals, extensions, continuations, divisions, foreign counterparts, or reissues thereof now or hereafter in force; and

5.1.7. any and all improvement, modification, invention, derivative work, development, copyright, Trade Secret, patent, know-how, or other innovation that may be conceived, created, developed, used, reduced to practice, or acquired by UST.

5.2. Assignment. Except as otherwise provided in this Section 5, UST assigns and shall assign to Client all right, title, and interest in and to the Deliverables identified in a SOW, including, without limitation, any and all Intellectual Property Rights in such Deliverables. Notwithstanding the foregoing, all ownership, rights, title and interest in and to Preexisting Works

are reserved to UST. As used herein, “Preexisting Works” means any ideas, concepts, know-how, knowledge, techniques, approaches, methodologies, software, technologies, information, Trade Secrets, other materials, or any other IPR that UST and/or UST’s Affiliates owned prior to the effective date of any SOW hereunder, or that UST and/or UST’s Affiliates created or acquired independently of its obligations pursuant to this Agreement or any SOW hereunder, and all modifications and derivatives thereof, including but not limited to customized software, modified software, any other improvements to the software. In the event any Preexisting Works are incorporated into or are used in connection with the Deliverables, then UST hereby grants to Client a limited, worldwide, non-exclusive, non-sublicensable, non-transferable, royalty-free, perpetual (except in the event of a termination of this Agreement or SOW due to Client’s uncured material breach) license to access and use any such Preexisting Works solely in connection with Client’s use of the Deliverables and not as a standalone component. Preexisting Works are licensed to Client “as is” and without any express or implied warranty of any kind. UST shall have no obligation to provide maintenance, support, updates, enhancement, or modifications for the Preexisting Works, except to the extent specifically set forth in any SOW.

5.3. In performing the Services, UST may utilize Client’s and Client’s Affiliates’ confidential and proprietary information, including but not limited to, software programs, program code, information, methodologies, business methods, competitive strategies, and other Trade Secrets or proprietary information, and all derivative works thereof, and may incorporate them into the Services and/or Deliverables (the “Client Property”). Client or Client’s Affiliates (as applicable) shall retain all ownership rights, title and interest in and to all Client Property. Client hereby grants to UST the right to use, modify and exploit Client Property and Deliverables solely to the extent necessary for UST to provide the Services and Deliverables.

5.4. Notwithstanding Section 5.2 and in addition to Preexisting Works, excluded from Deliverables to be assigned to Client are the following: concepts, know-how, techniques, processes, methods, inventions, discoveries, developments, and innovations that are discovered, invented, created, conceived, made or reduced to practice by UST and/or UST’s Affiliates that are: (i) not a part of the Deliverables or the Services and (ii) not based on or derived from Client Property (the “UST Technology”). All ownership, rights, title and interest in UST Technology, including all IPR contained therein, are reserved to UST. UST grants no express or implied right in or to the UST Technology.

5.5. Software Service. In support of performing Services, or as a stand-alone product made available to Client, UST may deploy tools and software into Client’s on-site IT network, or make tools and software available to Client through the internet as set forth in an SOW (“Software Services”). UST shall retain all ownership, rights, title and interest in Software Services, including all IPR contained therein, and any modifications, enhancements, improvements or derivatives thereto. Client’s rights, if any, with respect to Software Services, will be set forth in the applicable SOW. In the case of Software Services deployed into Client’s on-site IT network, Client grants UST the right to install and operate the Software Services on Client’s designated server(s) or within Client’s internal computing environment in accordance with the applicable SOW. Upon termination of the SOW, Client grants UST the right to promptly uninstall and remove the Software Services. UST will comply with Client’s policies and procedures as provided to UST applicable to UST exercising the rights granted under this Section 5.5. Client may not (1) modify, reverse engineer, or de-compile the Software Services, or create derivative works based on the Software Services, (2) port, translate or localize the Software Services, or (3) sell, lease, license, sublicense, copy, reproduce, market, download, distribute or convey the Software Services to any third party, or use or access the Software Services separate and apart from its use with the Services or except as authorized under the applicable SOW.

5.6. Assistance in Enforcement. UST agrees to provide all assistance reasonably requested by Client in the establishment, preservation and enforcement of Client’s copyright, patent, Trade Secret, and other proprietary interests in the Deliverables, such as by executing documents, testifying, and all similar activity, such assistance to be provided at Client’s expense but without any additional compensation to UST. UST shall, at the expense of Client, assist Client or its nominees to register copyrights or trademarks and obtain patents for the Deliverables in any countries throughout the world. UST hereby irrevocably appoints Client, and its duly authorized officers and agents, as UST’s agent and attorney-in-fact to act for and on behalf of UST in filing all patent applications, applications for copyright or trademark protection and registration amendments, renewals, and all other appropriate documents in any way related to the IPR in the Deliverables assigned to Client pursuant to this Agreement.

5.7. Feedback. All Feedback received by UST from Client is provided on a non-confidential basis, and UST shall have the right to use such Feedback at its sole discretion, including, but not limited to the incorporation of such suggested changes into the Services without any restriction or obligation to Client. Client agrees to assign and hereby assigns any and all right, title and interest Client possesses in the Feedback to UST. For purposes of this Agreement “Feedback” means when Client from time to time provides UST with comments, bug reports, suggestions, modifications proposed or suggested by Client

for Services, including identifying potential errors and improvements, or other input regarding UST's Confidential Information or Intellectual Property Rights.

5.8. Client hereby agrees and acknowledges that UST may use aggregated or anonymized information that may include any information provided by Client to UST (including Client Data) under this Agreement and/or any applicable SOW without any consideration, restriction, or obligation to Client.

5.9. Intellectual Property Warranties.

5.9.1. Client warrants that the use by UST and/or any Personnel of any and all materials as furnished by Client to UST under this Agreement and/or any SOW will not violate or conflict with any IPR of any third parties including, but not limited to, copyrights, patents and trademarks. If Personnel perform code renovation services, Client warrants that it is authorized to permit UST and Personnel to use all relevant code for the purposes of performing Services. Client agrees to indemnify and hold harmless UST and its Affiliates and each of their directors, officers, agents, contractors and employees, including Personnel, against any and all costs, losses, liabilities, expenses and judgments incurred, including but not limited to reasonable attorneys' fees and court costs (collectively, "Losses"), resulting from or arising out of any claim, demand, or cause of action brought by a third party based on or arising out of Client's breach of warranty as set forth in this Section c.

5.9.2. UST warrants that the use by Client of any and all Deliverables furnished to Client by UST under this Agreement will not violate or conflict with any United Kingdom Intellectual Property Rights of any third parties including, but not limited to, copyrights, patents and trademarks, provided that Client or its personnel have not altered such Deliverables; and provided further that this warranty shall not apply to the portion of any Deliverable that constitute materials furnished by Client to UST. UST agrees to indemnify and hold harmless Client, its directors, officers, agents, contractors and employees against any and all Losses, to the extent resulting from or arising out of any claim, demand, or cause of action brought by a third party based on, or arising out of UST's breach of warranty as set forth in this Section 5.9.2; provided, however, that UST's obligation shall not extend to Losses that arise out of or result from the negligence, willful misconduct, or breach of this Agreement by Client or Client's personnel. Further, UST shall have no indemnification obligation under this Section 5.8.2 for any Losses resulting from or arising out of: (a) the combination of the Deliverable by Client with software, hardware, or other material not supplied (or approved in writing) by UST; (b) the modification of any Deliverable by Client, or by UST in compliance with specific written design specifications or instructions provided by Client and required by Client to be followed by UST; (c) the direct or contributory infringement by Client through the use of any Deliverable other than in accordance with the terms and conditions of this Agreement or the applicable SOW; (d) use of any Deliverable by Client other than in accordance with the terms and conditions of this Agreement or the applicable SOW; (e) continued allegedly infringing activity by (or permitted or enabled by) Client after Client has been notified by UST of the possible infringement; or (f) Client's negligence or willful misconduct, in each case to the extent such infringement would not occur or exist but for the actions described in (a) – (f). The indemnity under this Section 5.9.2, shall be Client's sole and exclusive remedy for UST's breach of the warranty as set forth in this Section 5.9.2.

5.9.3. In the event of an indemnification claim arising from Sections 5.9.2 or 5.9.2 above, the parties will follow the procedure in Section 10.1. If the materials furnished by an indemnitor become or are likely to become the subject of an infringement claim, then, in addition to the indemnification obligations as required above, the indemnifying party shall, at its option and in its sole and exclusive discretion, either (a) promptly replace or modify such materials, without loss of material functionality or performance, to make them non-infringing or (b) promptly procure for the indemnified party the right to continue using the materials pursuant to this Agreement. Any costs associated with implementing either of the above alternatives will be borne by the indemnifying party. If after using reasonable endeavors, the indemnifying party fails to provide one of the foregoing remedies within forty-five (45) days of notice of the claim, the indemnified party shall have the right to terminate this Agreement with no further liability to the indemnifying party.

5.10. The provisions of this Section 5 shall survive the termination of this Agreement.

6. **REPRESENTATIONS AND WARRANTIES.**

6.1 UST warrants that it will provide the Services in a professional manner and utilizing reasonable care and skill, and suitably qualified Personnel.

6.2 All work to cure reported defects on a Deliverable after the Deliverable has been accepted by Client in accordance with Section 3.2 of this Agreement will be performed on an hourly basis with fees charged according to the then prevailing UST hourly rate schedule.

6.3 OTHER THAN THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY SOW, (i) UST MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO ANY SERVICES OR SOFTWARE SERVICES PROVIDED INCLUDING ANY THIRD PARTY SOFTWARE OR PRODUCTS WARRANTIES UNDER THIS AGREEMENT, AND (ii) UST EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES OTHERWISE ARISING UNDER OPERATION OF LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6.4 Client represents and warrants to UST that:

6.4.1 Client is able to pay the fees and expenses for Projects and Services provided hereunder. Client agrees to provide to UST acceptable credit and financial information upon request, including, but not limited to, credit and financial references.

6.4.2 Client has sufficient ownership rights in Client Data to enable UST to carry out the Services in accordance with Law;

6.4.3 Client has obtained from all individuals, persons and third-parties all consents and authorizations, and has provided all required notices with respect to the disclosure and use of Client Data as contemplated hereunder to enable UST to carry out the Services in accordance with Law;

6.4.4 Client has full right and authority under Law to provide to UST all Client Data, for all purposes contemplated in this Agreement;

6.4.5 Client will not provide any Client Data that: (i) infringes or violates any IPR, publicity, privacy, confidentiality, contractual or other rights, or any foreign, federal, state or local law or regulation, including but not limited to the Health Insurance Portability and Accountability Act (“HIPAA”), including any HIPAA regulations, and all other requirements regarding patient confidentiality, and the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801, et seq. (“GLBA”) or the GDPR; or (ii) contains any viruses or programming routines intended to damage, surreptitiously intercept, or expropriate any system, data or personal information.

6.4.6 The provisions of this Section 6.4 shall survive the termination of this Agreement.

7. CONFIDENTIAL INFORMATION, NETWORK ACCESS AND DATA PROTECTION.

7.1. “Confidential Information” as used herein shall mean with respect to each of UST and Client information that: (a) is disclosed or obtained by the other during the course of Services or Software Services being provided under any SOW or otherwise in connection with this Agreement; and (b) includes any non-public information, including but not limited to know-how, Trade Secrets, tools, methods, techniques, designs, computer source code, information about other clients of each party, employee information, pricing information, financial information and business strategies, or which should be known to be confidential and/or proprietary due to the nature of the information or the manner in which it was disclosed. Confidential Information with respect to each of UST and Client shall not include information that was: (i) lawfully in the possession of the other party prior to disclosure; (ii) in the public domain through no fault of the receiving party; (iii) received from a third party having an unrestricted right to disclose to the receiving party without breach of any confidentiality obligations; or (iv) independently developed by the other party without reference to or reliance on Confidential Information.

7.2. UST and Client agree to hold all Confidential Information of the other in trust and confidence, not to disclose Confidential Information of the other except to those of its respective employees, consultants and legal counsel as may be required to carry out or enforce the terms and conditions of this Agreement or any SOW, and not to use Confidential Information except in connection with the Services or Software Services. UST and Client agree to make reasonable endeavours to maintain the secrecy of all Confidential Information of the other with at least the same degree of care that it uses with respect to its own. Each of UST and Client may disclose Confidential Information as required by applicable Law and/or a judicial or other governmental order, including without limitation pursuant to U.K. laws, rules or regulations, provided that the receiving party will provide the disclosing Party with prompt written notice of such Laws and orders.

7.3. Client agrees that the compensation arrangements between UST and Personnel and the financial terms of this Agreement and/or any SOW constitute Confidential Information of UST. Client agrees not to request that any Personnel

disclose such Confidential Information to it and Client further agrees not disclose any such Confidential Information to any third parties.

7.4. Each of UST and Client agrees that disclosure or use of Confidential Information in breach of this Section 7 may give rise to irreparable harm to the injured party and acknowledge that remedies other than injunctive relief may not be adequate. Accordingly, each of UST and Client has the right to seek equitable and injunctive relief to prevent the unauthorized disclosure or use of any of its Confidential Information, as well as to seek appropriate monetary damages.

7.5. Network Access. To the extent that Client is authorized to gain access to UST's network for any purpose agreed to under the Agreement and/or the applicable SOW, Client shall ensure that (a) such access is restricted to authorized employees; (b) such access is used solely for purposes agreed to under this Agreement and/or the applicable SOW; (c) such access is obtained through a secure connection; and (d) Client uses such access capability to access only such portions of UST's network that it needs to access and does not access any other UST or third party systems, databases, equipment or software. Upon UST's request, Client will conduct periodic security audits of its access system and methods and will change authentication elements periodically to maintain the integrity and security of Client's access. UST will assign all users ("Client Employees") a user identification number and password. All user identification numbers and passwords disclosed to Client and any UST information obtained by Client as a result of Client's access to, and use of, UST computer and electronic storage systems shall be deemed to be, and shall be treated as, UST's Confidential Information. Client shall cooperate with UST in the investigation of any apparent unauthorized access by Client or Client Employees to the UST network and/or UST computer or electronic data storage systems or unauthorized release of UST's Confidential Information. The validity period for the all user identifications and passwords will be forty-five (45) days, but may be extended upon mutual agreement of Client and UST in a signed writing. Further, Client will have all authorized employees who are to be granted access to UST's network sign the Network Access and Use Agreement that is attached in Exhibit D to this Agreement.

7.6. The provisions of this Sections 7.1 to 7.6 (inclusive) shall survive the termination of this Agreement for a period of two (2) years except with respect to Trade Secrets, which shall continue so long as they remain Trade Secrets.

7.7. Data Privacy. Within this Agreement, "controller", "data subject", "personal data", "process" and "processor" shall, for the purposes of this clause 9, have the meanings set out in the General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**") and Data Protection Act 2018.

7.8. In the event UST processes personal data in the course of performing its obligations under this Agreement or any SOW, UST and Client agree that Client shall be the controller and UST shall be the processor.

7.9. The subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects shall be as set out in the relevant SOW as per the below table:

Subject-matter of the processing	<u>insert details</u>
Duration of the processing	<u>insert details</u>
Nature and purpose of the processing	<u>insert details</u>
Type(s) of personal data	<u>insert details</u>
Categories of data subjects	<u>insert details</u>

7.10. UST, to the extent it is acting as Client's processor in respect of such personal data, shall:

7.10.1. process the personal data only on documented instructions from Client, unless required to do so by GDPR to which UST is subject; in such a case, UST shall inform Client of that legal requirement before processing, unless that GDPR prohibits such information on important grounds of public interest;

7.10.2. ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

7.10.3. take all appropriate measures required pursuant to article 32 of GDPR "Security of Processing";

7.10.4. taking into account the nature of the processing, assist Client, at Client's reasonable cost, by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Client's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of GDPR;

7.10.5. assist Client, at Client's reasonable cost, in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR of this Data Privacy taking into account the nature of processing and the information available to UST;

7.10.6. at the choice of Client, delete or return all the personal data to Client after the end of the provision of the Services relating to processing, and delete existing copies unless the law to which Client is subject requires storage of the personal data;

7.10.7. make available to Client all information necessary to demonstrate compliance with the obligations laid down in this section and allow for and contribute to audits, including inspections, conducted by Client or another auditor mandated by Client, who shall not be a competitor of UST, and in accordance with the provisions related to audits, if any, mentioned in the applicable written agreement between the parties;

7.10.8. immediately inform Client if, in processor's opinion, an instruction of Client as mentioned in the paragraph above, infringes the GDPR or other applicable data protection provisions. This opinion shall not be construed as a legal advice by UST.

7.11. Client consents to UST engaging sub-processors in relation to such personal data and consents to the engagement of those third parties that are processors engaged by UST as at the date of this Agreement and the date of each SOW.

7.12. UST shall inform Client of any intended changes concerning the addition or replacement of such processors thereby giving Client the opportunity to reasonably object to such addition or replacement (grounds for objection being non-compliance of the GDPR).

7.13. UST shall ensure that the arrangement between it and each processor contemplated by this clause is governed by a written contract including the same data protection obligations as those set out in this Agreement which are required by Article 28(3) of the GDPR.

7.14. It is expressly understood that, where UST processes personal data on behalf of Client as part of a Project or any other Services, UST shall be entitled to transfer such personal data outside of the area comprising the UK and the European Economic Area ("**Adequacy Zone**") in connection with the performance of its obligations under this Agreement and each SOW. UST shall only transfer such personal data to those recipients located outside of the Adequacy Zone whom: (i) are located within and are subject to the laws of a jurisdiction which is considered by the European Commission to have implemented an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data; or (ii) where (i) does not apply, with whom UST has entered into a standard data processing agreement comprising the standard contractual clauses for the transfer of personal data to processors approved by the European Commission.

8. **INSURANCE.**

8.1. UST Global and Client agree to carry and maintain in force at all times during the term of this Agreement the lines of insurance coverage with minimum policy limits as follows:

8.1.1. Employer's Liability with limits of not less than £5,000,000, per event or series of related events and in the aggregate;

8.1.2. Fidelity/crime insurance with a limit of not less than £2,000,000 in the aggregate.

8.2 UST Global and Client agree to provide to the other certificates of insurance evidencing these coverages and limits upon reasonable request.

9. **TERM AND TERMINATION.**

9.1. The term of this Agreement shall commence on the Effective Date and shall remain in effect unless terminated earlier by either party to it pursuant to this Section 9 or Section 5.8.3 of the Agreement.

9.2. Either party to this Agreement may terminate this Agreement, and either party to a SOW issued hereunder may terminate such SOW, at any time on giving written notice to the other party if the other party:

9.2.1. commits a material breach of this Agreement or that SOW (as applicable) which is either incapable of being remedied or, if it is capable of being remedied, the breaching party has failed to remedy such breach within 30 days after having received written notice from the terminating party requiring the same to be remedied; or

9.2.2. has any corporate action, application, order, proceeding or appointment or other step taken or made by or in respect of it for any composition or arrangement with creditors generally, winding-up other than for the purpose of a bona fide scheme of solvent reconstruction or amalgamation, dissolution, administration, receivership (administrative or otherwise) or bankruptcy, or if it is unable to pay its debts as they fall due, or if it ceases to trade or if a distress, execution or other legal process is levied against any of its assets which is not discharged or paid out in full within three business days or if any event analogous to any of the foregoing shall occur in any jurisdiction in which the other party is incorporated, resident or carries on business.

9.3. UST Global or the Client Party may terminate this Agreement for any reason upon at least ninety (90) days prior written notice to the other.

9.4. Unless specifically agreed otherwise in a SOW, UST or Client may terminate that SOW for any reason upon at least ninety (90) days prior written notice to the other.

9.5. UST Global may terminate this Agreement upon fifteen (15) days prior written notice to the Client Party in the event that UST Global reasonably determines that Client's or any of Client's Affiliates credit rating or financial condition is materially unsatisfactory.

9.6. UST may terminate a SOW upon fifteen (15) days prior written notice to Client in the event that UST reasonably determines that Client's or any of Client's Affiliates credit rating or financial condition is materially unsatisfactory.

9.7. Client agrees to pay UST for all fees and expenses incurred for Services or Software Services provided under a SOW through the effective date of termination of that SOW. UST shall be entitled to and Client hereby agrees that it shall pay fees for the Services rendered, expenses incurred and any unrecovered investment or stranded cost (as may be specified in the SOW) made on behalf of Client up to and including the effective date of such termination.

9.8. Termination of this Agreement or any SOW in whole or in part shall not prejudice any of the parties' rights and remedies which have accrued under the Agreement or that SOW as at termination.

9.9. On termination of a SOW, UST and Client shall promptly return to the other all equipment, materials and property belonging to the other that the other party had supplied to it in connection with the supply of Services.

9.10. On termination of this Agreement in whole or in part (or any SOW), any provision which expressly or by implication is intended to come into or continue in force shall remain in full force and effect, including sections 2, 4, 5, 7.1 to 7.4 (inclusive), 9.7 to 9.10 (inclusive) and 11 to 14 (inclusive).

10. **INDEMNIFICATION PROCEDURES.**

10.1. Indemnification Procedures.

10.1.1. Notice. Promptly after receipt by any person or entity entitled to indemnification under this Agreement or any SOW of notice of the commencement or threatened commencement of any action or proceeding involving a claim in respect of which the indemnitee will seek indemnification hereunder, the indemnitee shall notify the indemnitor of such claim. No delay or failure to so notify an indemnitor shall relieve it of its obligations under this Agreement or any SOW except to the extent that such indemnitor has suffered actual prejudice by such delay or failure. Within fifteen (15) days following receipt of notice from the indemnitee relating to any claim, but no later than five (5) days before the date on which any response to a complaint or summons is due, the indemnitor shall notify the indemnitee that the indemnitor elects to assume control of the defense and settlement of that claim (a "Notice of Election").

10.1.2. Procedure Following Notice of Election. If the indemnitor delivers a Notice of Election within the required notice period, the indemnitor shall assume sole control over the defense and settlement of the claim; provided, however, that (i) the indemnitor shall keep the indemnitee fully apprised at all times as to the status of the defense, and (ii) the indemnitor shall obtain the prior written approval of the indemnitee before entering into any settlement of such claim imposing financial or non-financial obligations or restrictions on the indemnitee or constituting an admission of guilt or wrongdoing by the indemnitee or ceasing to defend against such claim. The indemnitor shall not be liable for any legal fees or expenses incurred by the indemnitee following the delivery of a Notice of Election; provided, however, that (i) the indemnitee shall be entitled to employ counsel at its own expense to participate in the handling of the claim, and (ii) the indemnitor shall pay the fees and expenses associated with such counsel if there is a conflict of interest with respect to such claim which is not otherwise resolved or if the indemnitor has requested the assistance of the indemnitee in the defense of the claim or the indemnitor has failed to defend the claim diligently and the indemnitee is prejudiced or likely to be prejudiced by such failure. The indemnitor shall not be obligated to indemnify the indemnitee for any amount paid or payable by such indemnitee in the settlement of any claim if (x) the indemnitor has delivered a timely Notice of Election and such amount was agreed to without the written consent of the indemnitor, (y) the indemnitee has not provided the indemnitor with notice of such claim and a reasonable opportunity to respond thereto, or (z) the time period within which to deliver a Notice of Election has not yet expired.

10.1.3. Procedure Where No Notice of Election Is Delivered. If the indemnitor does not deliver a Notice of Election relating to any claim for which it is obligated to indemnify the other party hereunder within the required notice period, the indemnitee shall have the right to defend the claim in such manner as it may deem appropriate. The indemnitor shall promptly reimburse the indemnitee for all such reasonable costs and expenses incurred by the indemnitee, including reasonable attorneys' fees.

10.2. The provisions of this Section 10 shall survive the termination of this Agreement and each SOW.

11. **LIMITATION OF LIABILITY.**

11.1. IN RESPECT OF EACH SOW, SUBJECT TO SECTIONS 11.3, 11.7 AND 11.8, NEITHER PARTY TO THAT SOW'S TOTAL AGGREGATE LIABILITY ARISING UNDER OR IN CONNECTION WITH SUCH SOW, SHALL IN RESPECT OF ANY AND ALL EVENTS OCCURRING DURING EACH SOW YEAR (WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) UNDER INDEMNITY OR OTHERWISE) EXCEED THE TOTAL AMOUNT PAID FOR SERVICES OR SOFTWARE SERVICES PROVIDED UNDER THAT SOW IN RESPECT OF THAT SOW YEAR. "SOW YEAR" MEANS, IN RESPECT OF EACH SOW, ANY CONSECUTIVE 12-MONTH PERIOD COMMENCING ON EITHER THE SOW EFFECTIVE DATE OR AN ANNIVERSARY OF THAT DATE.

11.2. IN RESPECT OF THIS AGREEMENT, SUBJECT TO SECTIONS 11.3, 11.7 AND 11.8, NEITHER PARTY TO THIS AGREEMENT'S TOTAL AGGREGATE LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT (EXCLUDING ANY LIABILITY ARISING UNDER OR IN CONNECTION WITH ANY SOW, WHICH LIABILITY SHALL BE DEALT WITH UNDER SECTION 11.1), WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR PRODUCT LIABILITY) UNDER INDEMNITY OR OTHERWISE, SHALL EXCEED £100,000 IN AGGREGATE.

11.3. NO PARTY TO THIS AGREEMENT OR ANY SOW WILL BE LIABLE (WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) UNDER INDEMNITY OR OTHERWISE) TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY INCLUDING COST OF PROCUREMENT OF SERVICES FROM A THIRD PARTY FOR ANY:

11.3.1. INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY LOSS OR DAMAGES ARISING OUT OF THIS AGREEMENT AND/OR ANY SOW, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES; OR

11.3.2. LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS AND/OR SIMILAR LOSSES OR LOSS OR CORRUPTION OF DATA OR INFORMATION.

11.4. SAFE HARBOR. TO THE EXTENT THAT THE LAW DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, THE LIABILITY OF THE PARTIES TO THIS AGREEMENT AND/OR THE PARTIES TO ANY SOW IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

11.5. NO LIABILITY. CLIENT ACKNOWLEDGES AND AGREES THAT UST ACCEPTS NO LIABILITY FOR OR IN CONNECTION WITH: ANY CLIENT DATA AND CLIENT IS SOLELY RESPONSIBLE FOR RESULTS OBTAINED FROM THE USE OF THE SERVICES, DELIVERABLES OR SOFTWARE SERVICES AND FOR CONCLUSIONS DRAWN THEREFROM.

11.6. NO DEROGATION OF LIMITATIONS OF LIABILITY. NO PARTY TO THIS AGREEMENT OR ANY SOW WILL MAKE ANY STATEMENT, REPRESENTATION OR WARRANTY TO ANY THIRD-PARTY REGARDING ANY OF THE SERVICES OR SOFTWARE SERVICES WHICH IS INCONSISTENT WITH, OR OTHERWISE DEROGATES FROM DISCLAIMERS OR LIABILITY LIMITATIONS MADE BY EACH PARTY IN THE AGREEMENT OR ANY SOW.

11.7. NOTHING IN THIS AGREEMENT OR ANY SOW EXCLUDES THE LIABILITY OF ANY PARTY FOR:

11.7.1. DEATH OR PERSONAL INJURY CAUSED BY THAT PARTY'S NEGLIGENCE; OR

11.7.2. FRAUD OR FRAUDULENT MISREPRESENTATION.

11.8. SUBJECT TO SECTIONS 11.3 AND 11.7, THE TOTAL AGGREGATE LIABILITY OF UST GLOBAL AND ALL OF UST GLOBAL'S AFFILIATES COMBINED ARISING UNDER OR IN CONNECTION WITH SECTIONS 5.9.2 (INTELLECTUAL PROPERTY WARRANTIES) AND 7 (CONFIDENTIAL INFORMATION AND DATA PROTECTION) (WHETHER SUCH LIABILITY ARISES IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER INDEMNITY OR OTHERWISE) SHALL BE LIMITED TO £2 MILLION IN AGGREGATE.

12. **DISPUTE RESOLUTION.**

12.1. UST and Client will use reasonable endeavours to resolve any issue, dispute, or controversy arising out of or relating to this Agreement or any SOW using the procedures in this subsection. Either UST or Client will give the other party notice of any dispute not resolved in the normal course of business. Within ten (10) business days after delivery of the notice, representatives of both parties will have a conference call or meet at a mutually acceptable time and place, and shall meet or have conference calls thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If either party intends to have an attorney attend a meeting or participate in a conference call, it will notify the other party at least two (2) business days before to the meeting to enable the other party to also be accompanied by an attorney. All negotiations pursuant to this subsection are confidential and will be treated as compromise and settlement negotiations for purposes of evidentiary rules. If the parties are unable to resolve the matter within sixty (60) days of the initial notice, each party shall be free to pursue any remedy it shall have at law or in equity or to settle the dispute through any other alternative dispute resolution procedure that the Parties may agree in relation to the dispute..

12.2. Continuing Performance. UST will continue performance during the pendency of any reasonable dispute; provided that Client agrees to provide reasonable detail of the dispute to UST and to cooperate with UST in attempting to promptly resolve the dispute. In any event, UST's obligations under this Section 12.2 shall not apply if the pendency of a dispute lasts longer than forty-five (45) days.

13. **FORCE MAJEURE**. Save in respect of any payment obligations, neither UST nor Client will be in breach of this Agreement or any SOW for its failure to perform or for its delay in the performance of any obligation under this Agreement or that SOW if the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, governmental actions or requirements, military authority, act of God, shortages in the marketplace or any other event beyond the reasonable control of that party. UST and Client agree to take reasonable actions to minimize the effects of any such event or circumstances and use its reasonable endeavours to restore performance as soon as commercially practicable following the cessation of such event.

14. GENERAL.

14.1. Notice. All notices required to be given under this Agreement or any SOW shall be in writing and shall be deemed to be received when delivered if delivered by hand or sent by overnight courier, or five (5) days after deposit in the mail, registered, return receipt requested, if addressed to the parties as set forth below. A party to this Agreement or any SOW may change its notice address by written notice to the other party.

For this Agreement

Notice to UST Global: UST Global Private Limited, [insert address for notices], Attn: [insert role]

Notice to the Client Party:

For each SOW

Notice to UST: The address set out in the SOW

Notice to Client: The address set out in the SOW

14.2. Assignment. Neither party may assign or delegate its rights, duties or obligations under this Agreement without the prior written consent of the other party and such consent must not be unreasonably withheld or delayed; provided, however, that UST may assign this Agreement without consent to its Affiliates: (i) to any party which acquires all or substantially all of UST's assets, stock or business or which acquires all or substantially all of UST's business unit providing the goods and services pursuant to this Agreement provided (a) such assignee has the technical and financial resources necessary to perform UST's obligations hereunder, and (b) UST notifies Client in writing, or (ii) to any Affiliates. Any permitted assignee must agree in writing to be bound by the terms of this Agreement. Any assignment or attempted assignment not in accordance with this Section 14.2 is null and void.

14.3. Independent Parties. The parties to this Agreement and/or any SOW are at all times independent of each other. Neither party is an employee, joint venture, agent or partner of the other; neither party is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other.

14.4. Severability. If any term of this Agreement or any SOW is held by a court of competent jurisdiction to be invalid, void or unenforceable, then (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision; (b) such provision will remain in effect to the extent it is not invalid or unenforceable; and (c) the remainder of this Agreement and/or that SOW (as applicable) shall remain in full force and effect and shall in no way be invalidated.

14.5. Waiver. A delay or failure in enforcing any right or remedy afforded under this Agreement or any SOW or by Law shall not prejudice or operate to waive that right or remedy or any other right or remedy for a future breach of this Agreement or that SOW, whether of a like or different character.

14.6. Headings. The division of this Agreement into articles, sections, subsections, clauses, paragraphs and the insertion of any captions or headings are for convenience of reference only, and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Agreement's construction or interpretation.

14.7. Interpretation.

In this Agreement:

14.7.1. Words importing the singular number include the plural and vice versa and words importing gender include all genders.

14.7.2. The word "pound" and the symbol "£" refer to pound Sterling.

14.7.3. In the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to, but excluding."

14.7.4. References to “days” means calendar days unless “business days” are specified. The term “business day” means any day other than weekend days and holidays on which the offices of UST, or if applicable, its Affiliate, are closed.

14.7.5. References to a specific Law also refers to any amendments, modifications or replacements of such Law.

14.7.6. Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

14.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email (in .pdf, .tif, .jpeg, or a similar format), or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

14.9. Governing Law. This Agreement, each SOW and all non-contractual obligations connected to either shall be interpreted, governed and construed under the laws of England and Wales. In the event a judicial proceeding is necessary, the sole forum for resolving disputes arising under or relating to this Agreement or any SOW including non-contractual disputes connected to either are the courts located in England and Wales, and the parties hereby consent to the exclusive jurisdiction of such courts. Such consent shall be binding and inure to the benefit of the permitted assigns of the parties to this Agreement or any SOW.

14.10. Global Services and Affiliates.

14.10.1. Global Services. The Client Party presently operates in multiple countries worldwide either directly or through various Affiliates. Similarly, UST Global provides its services to clients worldwide, either directly, through its Affiliates, or through a combination of both. Unless otherwise provided by local law, this Agreement is intended by the parties to it to be the overall framework document whose terms will be incorporated into each SOW for the delivery of services by UST Global and its domestic and international Affiliates to the Client Party and its domestic and international Affiliates. To that end and to the extent permitted by local law, the parties agree that each SOW for the provision of Services executed by the parties and/or their Affiliates that refer to this Agreement will be deemed to be separate legally-binding agreement between UST and Client and shall incorporate all the terms and conditions of this Agreement except to the extent that such terms and conditions are specifically excluded or modified in the SOW. For purposes of this Agreement, “Affiliate” means any corporation, firm, limited liability company, partnership or other entity that directly or indirectly controls or is controlled by or is under common control with a party hereto. As used herein, “control” means ownership, directly or indirectly, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interests in the case of any other type of legal entity, or status as a general partner in any partnership, or any other arrangement whereby a party controls or has the right to control the Board of Directors or equivalent governing body of a corporation or other entity or has the ability to direct or influence the operations of an entity, directly or indirectly, by virtue of ownership of a majority of its outstanding voting shares, by contract or otherwise.

14.10.2. Invoicing; Taxes. For all SOWs, notwithstanding anything to the contrary in this Agreement, (a) UST may (i) invoice Client directly for the relevant Services provided by UST (and if applicable UST will invoice for the Services provided in the United Kingdom under the same SOW) or (ii) at UST’s option, invoice Client for the Services performed by any UST Affiliate indirectly, through UST on behalf of such Affiliate, and (b) Client shall either (i) pay such UST directly for the Services provided by such Affiliate or (ii) pay the Affiliate of UST indirectly, through UST on behalf of said Affiliate, for such Services. The Parties agree no withholding shall apply to Client’s payments for Services performed by the foreign Affiliates outside of the United Kingdom. Client agrees to make a written request for the relevant form, certificate or document and UST and its contracting Affiliates shall, after receiving such written notice, provide the requested document(s) such as tax residency certificates, official receipts evidencing payment of tax, or other tax forms or documents as necessary to obtain an exemption or reduced the rate of withholding. Client will provide appropriate and timely evidence of withholding to enable UST or a relevant Affiliate of UST, as applicable, to claim a tax credit.

14.11. Parties Advised by Counsel. This Agreement and each SOW has been negotiated between unrelated parties who are sophisticated and knowledgeable in the matters contained in this Agreement or that SOW and who have acted in their own self-interest. The parties are sophisticated and were represented by counsel during the negotiation of this Agreement or

that SOW. UST and Client acknowledge that this Agreement is based on a template provided by UST Global. Notwithstanding this fact, Client has had the opportunity to review the content and meaning of this Agreement with its counsel. As a result, the parties agree the presumption of any laws or rules relating to the interpretation of contracts against the drafter thereof should not apply, and hereby waive any such presumption. In no event will any ambiguity in this Agreement be construed against the drafter hereof.

14.12. Third-party Beneficiary Rights. Neither this Agreement nor any SOW creates any third-party beneficiary rights in any third party and neither this Agreement nor any SOW is deemed to create any such rights by virtue of the Contracts (Rights of Third Parties) Act 1999. Client and UST shall not be required to notify or obtain the consent of any third parties in order to rescind or vary this Agreement, any SOW or any provision of either of them.

14.13. Entire Agreement. This Agreement, and any Exhibits, sets forth the entire agreement between the parties to it and supersedes all contracts, proposals or agreements, whether oral or in writing, and all negotiations, discussions and conversations, between the parties with respect to the subject matter contained in this Agreement. This Agreement may not be altered, amended or modified or any of its provisions waived except in a written document signed by both parties to it. Each party to this Agreement acknowledges and agrees that:

14.13.1. in entering into this Agreement, it does not rely on and shall have no remedy in respect of, any statement, representation, warranty (in each case whether negligently or innocently made) or understanding of any person (whether party to this Agreement or not) which is not expressly set out in this Agreement; and

14.13.2. the only remedy available to it for breach of any statement, representation, warranty or other term which is expressly set out in this Agreement, shall unless otherwise specified in this Agreement, be for breach of contract under the terms of this Agreement.

14.14. Each SOW, sets forth the entire agreement between the parties to it and supersedes all contracts, proposals or agreements, whether oral or in writing, and all negotiations, discussions and conversations, between the parties with respect to the subject matter contained in the SOW. Each SOW may not be altered, amended or modified or any of its provisions waived except in a written document signed by both parties to it. Each party to each SOW acknowledges and agrees that:

14.14.1. in entering into the SOW, it does not rely on and shall have no remedy in respect of, any statement, representation, warranty (in each case whether negligently or innocently made) or understanding of any person (whether party to this Agreement or not) which is not expressly set out in the SOW; and

14.14.2. the only remedy available to it for breach of any statement, representation, warranty or other term which is expressly set out or incorporated in the SOW, shall unless otherwise specified in the SOW, be for breach of contract under the terms of the SOW.

14.15. Order of Precedence. In the event of a conflict or inconsistency between the terms of this Agreement and those of a SOW or Change Order, the terms of this Agreement shall prevail unless the conflicting or inconsistent terms of the applicable SOW or Change Order expressly state that it is intended to override this Agreement. In that case, the relevant provision of the applicable SOW or Change Order governs, but only with respect to that specific provision.

14.16. Anti-bribery. UST and Client shall: (i) comply with all Applicable Laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“Anti-Bribery Requirements”); and (ii) have, and shall maintain in place its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Anti-Bribery Requirements and ensure that its subcontractors also comply.

14.17. Anti-slavery. In performing obligations under this Agreement and/or each SOW, each of UST and Client shall:

14.17.1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including, but not limited to the Modern Slavery Act 2015;

14.17.2. have and maintain throughout the term of this Agreement and/or the SOW (as applicable) its own policies and procedures to ensure its compliance;

14.17.3. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and

14.17.4. ensure that each of its subcontractors, vendors and affiliates shall comply with the Anti- slavery policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including, but not limited to, the Modern Slavery Act 2015.

14.16 Survival: The provisions of this Sections 2.6, 4, 5, 7, 10, 11, 12 and 14 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

UST GLOBAL PRIVATE LIMITED

[CLIENT NAME]

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A (This is merely a draft copy of the SOW)

**Exhibit B
Draft of Statement of Work IT services**

Statement of Work

This Statement of Work (“SOW”), is made, entered into and effective [] (the “SOW Effective Date”) between [INSERT NAME OF CLIENT ENTITY] (“Client”) and [INSERT NAME OF UST ENTITY] (“UST”). The terms and conditions of the [Name of Master Services Agreement] (the “MSA”) dated [MSA Effective Date] between [CLIENT’S LEGAL NAME IN THE MSA] (“Client”) and UST Global Private Limited (“UST”) shall be incorporated into this SOW except to the extent that they are specifically excluded or modified by this SOW. For the avoidance of doubt this SOW shall constitute a separate legally-binding agreement between UST and Client.

UST Project ID: [#]				
Territory:				
Project Description:				
Project Timeframe:	Start Date: End Date:			
Tasks:				
Subcontractor(s)	[insert name(s) of Subcontractors (including UST’s Affiliates) that may carry out the Project (or any part of it)]			
Assumptions:	• [LIST ADDITIONAL ASSUMPTIONS HERE]			
Out of Scope:	• [LIST RELATED TASKS THAT ARE NOT PART OF THE TASKS HERE]			
Fee and Resources:	Total fees are estimated to be \$00.00 on a Time and Expense (T&E) basis, with resource types, rates, and estimated hours as follows:			
	Role	Hours	Rate/Hour	Cost
Additional Terms and Conditions:	1. Except as provided in this SOW, all other terms and conditions of the MSA remain in full force and effect. 2. Capitalized terms not otherwise defined in this SOW have the meanings ascribed to them in the MSA. 3. If there is a conflict between the terms of the MSA and this SOW, the terms of the MSA shall prevail unless a provision of this SOW specifically identifies a section of the MSA, and expressly provides that said provision of this SOW takes precedence over the identified section of the MSA with respect to the work, labor or services provided under this SOW. 4. This SOW may be executed in one or more counterparts, each of which is be deemed an original and all of which taken together are deemed to be one instrument. If this SOW is executed in counterparts, no signatory is bound until all parties have duly executed this SOW, and all parties have received a fully executed SOW. 5. The parties acknowledge that any signature transmitted by facsimile or e-mail (in .pdf, .tif, .jpeg, or a similar format), or a photocopy of such transmission, or other means of electronic transmission is deemed to constitute the original signature of such party to this SOW. 6. The individuals signing below represent that they are authorized to do so by and on behalf of the party for whom they are signing.			

UST Project ID: [#]

7. [Additional terms and conditions if any (including any local law mandatory terms). If none, delete this entire row.]

Authorization and Acceptance

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED AND MADE EFFECTIVE THIS SOW AS OF THE SOW EFFECTIVE DATE.

[INSERT NAME OF CLIENT ENTITY]

[INSERT NAME OF UST ENTITY]

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit B
Form of Change Order

Change Order

This Change Order ("CR"), effective [CR Effective Date], modifies the Statement of Work ([UST PROJECT ID]) dated [DATE]; terms and conditions not expressly modified herein remain in full force and effect.

UST Project ID: [XXXX-####-##-##]		Project Name: [PROJECT NAME]	
Client Name: [CLIENT NAME]			
UST Requestor: [NAME]		PIP CR Submission Date: [MM/DD/YYYY]	
Description: [DESCRIPTION OF CHANGE or "No Change"]			
Impact Assessment			
Assessor Name/Role: [NAME & PROJECT ROLE]		Assessment Date: [MM/DD/YYYY]	
CR Start Date: [MM/DD/YYYY]		CR Completion Date: [MM/DD/YYYY]	
Total CR Hours: [HOURS] **	Billable/Non-Billable:	Billing Type: ☐ T&E ☐ T&E Capped (not to exceed) ☐ Fixed Bid ☐ Flat Monthly Billing	
Total CR Price: \$ [AMOUNT]**	☐ Billable		
** Delta from original project SOW	☐ Non-billable		
Resource Impact of CR (Qty/Role/Rate/Location): [QUANTITY & ROLE & RATE & LOCATION or "No Change"]			
Scope Impact of CR: [DESCRIPTION OF CHANGE or "No Change"]			
Schedule Impact of CR: [DESCRIPTION OF CHANGE or "No Change"]			
Deliverables Impact of CR: [DESCRIPTION OF CHANGE or "No Change"]			
Documentation (Internal) Impact of CR: [DESCRIPTION OF CHANGE or "No Change"]			
Comments: [DESCRIPTION OF CHANGE or "No Comments"]			
Change Authorization			
[CLIENT COMPANY NAME]		UST SOW Contracting entity	
Signature: _____		Signature: _____	
Print Name: _____		Print Name: _____	
Date: _____		Date: _____	

EXHIBIT D

NETWORK ACCESS AND USE AGREEMENT

The undersigned ("Client Employee") has been granted access to the UST Global Inc ("UST") network, in connection with the Master Services Agreement ("Agreement") between Client and UST effective _____.

Client Employee understands and agrees that their access to the UST Network, granted pursuant to or in connection with the Agreement, is freely revocable and granted under the express condition that Client Employee follows the terms and conditions of this Access and Use Agreement during his/her use of the user identification and password provided by UST.

1. Client Employee will not access or attempt to access any computer system, electronic file, software or other electronic services other than those parts of the UST network that he/she are specifically required to access for the purpose agreed to under the Agreement and/or the applicable Statement of Work between Client and UST.
2. Client Employee will not disclose network login information to any other person or entity, and will not allow any other person or entity access to the UST Network including Client or other Client employees.
3. Client Employee will not disclose or in any other way use or make known, reveal, report, publish or transfer to any person, firm, corporation, in public or utilize for competitive or any other purpose, any UST's Confidential Information. UST's Confidential Information is defined in the Agreement, but generally refers to information available to Client Employee in UST's network that is not Client's Confidential Information. UST's Confidential Information also includes the UST network login information provided by UST.
4. Client Employee will not knowingly and/or intentionally introduce into the UST Network any viruses or any other contaminant, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

Client Employee:

Signature

Print Name

Date