

FRAMEWORK AGREEMENT

Between

Manuka AI Limited

and

[customer name]

Effective Date: [date]

Signed on behalf of Manuka

Signed on behalf of Customer

Signed

Signed

Name

Name

Title

Title

Date

Date

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Parties

1. Manuka AI Limited incorporated and registered in England and Wales with company number 10403421 whose registered office is at 100 Embankment, East Tower, Cathedral Approach, Salford, M3 ("Manuka"); and
2. [full legal name of customer] incorporated and registered in England and Wales with company number [company number] whose registered office is at [registered address] ("Customer")

(each a "party" and together "the parties").

Background

- a) Whereas Manuka is in the business of providing IT services including consulting and managed services.
- b) Whereas the Customer wishes to engage Manuka to provide such Services as described in this Agreement.

It is hereby agreed that:

1 Definitions

Unless the context otherwise requires, in this Agreement the following expressions shall have the following meanings:

Agreement	means this framework agreement (including all appendices and schedules) together with any applicable Statement of Work (including any appendices);
Affiliates	means in relation to either party, a person who is, from time to time, a subsidiary or holding company of that party, or is a subsidiary of that party's holding company, and "subsidiary" and "holding company" shall have the meanings given in section 1159 Companies Act 2006;
Manuka Manager	means Manuka's manager for the Services, appointed in accordance with clause 5.1;
Background Intellectual Property	means any IPR owned or controlled by any party prior to commencement of or independently from the Services and which the owning party contributes or uses in the course of performing the Services;
Business Day	means a day (other than a Saturday or Sunday) on which clearing banks are open for business in England;
Confidential Information	means all confidential and proprietary information including without limitation know-how, IPR, ideas, designs, concepts, plans, data, customer details, supplier details, employee details and other technical, financial or commercial information, together with all notes, records, extracts, copies, reproductions or analysis of any such information, which (whether in oral, written, visual, electronic or whatever form or on whatever media or by way of demonstrations or in any manner) is obtained directly or indirectly by or on behalf of one party from or on behalf of the other or by virtue of having communications with or being on the premises of the other and which is expressly marked as confidential or which a reasonable person would consider to be confidential;
Customer Manager	means the Customer's manager for the Services, appointed in accordance with clause 4.1(a);

Data Controller	has the meaning set out in the Data Protection Legislation;
Data Processor	has the meaning set out in the Data Protection Legislation;
Data Subject	has the meaning set out in the Data Protection Legislation;
Data Protection Legislation	means all applicable data protection and privacy legislation in force from time to time in the UK including the GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, the European Union (Withdrawal) Act 2018 and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);
Deliverables	means all documents, products and materials developed by Manuka or its Personnel in relation to the Services in any form, including data, reports and specifications (including drafts);
Event of Force Majeure	means any acts, events, omissions or accidents beyond the reasonable control of either party, including, but not limited to, acts of God, extreme adverse weather conditions or natural disaster, war, threat of or preparation for war, armed conflict, pandemic, epidemic or other outbreak of disease, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions, terrorist attack, civil war, civil commotion or riots, nuclear, chemical or biological contamination or sonic boom, compliance with any law, regulation or directive, fire, explosion or accidental damage, failure of plant machinery, machinery, computers or vehicles, any labour dispute, including (but not limited to) strikes, industrial action or lockouts, and interruption or failure of utility or transport service;
Fees	means the amount payable to Manuka by the Customer in consideration for the performance of the Services as set out in each applicable Statement of Work;
IPR	means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
Personal Data	has the meaning set out in the Data Protection Legislation;
Personnel	means employees, temporary employees, other workers, agents, consultants, professional advisors, directors and subcontractors;
Processing	has the meaning set out in the Data Protection Legislation (and “Process” and “Processed” shall be construed accordingly);
Service Levels	means the service levels for the Services where applicable and set out in a particular Statement of Work;

Service Level Agreement	means Service Levels for applicable Services where applicable and set out in a particular Statement of Work;
Services Commencement Date	means the date on which each Service is to commence as set out in a particular Statement of Work;
Services	means the services (including the provision of consultancy services, managed services, software and hardware) to be provided by Manuka under this Agreement as more particularly described and set out in each applicable Statement of Work;
Statement of Work	means a document that contains a detailed description of the services to be provided by Manuka to Customer in the form set out in Schedule 1;
Term	means the duration of this Agreement.

2 Interpretation

- 2.1 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 2.3 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 2.4 Words in the singular shall include the plural and vice versa and words in one gender include any other gender.
- 2.5 A reference to a statute or statutory provision 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.
- 2.6 A reference to writing or written includes email save for any notices to terminate or issue of legal proceedings that must be sent by registered post or by courier.
- 2.7 Where the words include(s), including or in particular are used in this Agreement, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- 2.8 Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 2.9 References to clauses and schedules are to the clauses and schedules of this Agreement.
- 2.10 If there is any conflict between the terms of this Agreement and a Statement of Work then the terms of the Statement of Work shall prevail

3 Commencement and duration

- 3.1 This document is a framework agreement, the terms of which are to be incorporated into any number of Statements of Work. Each Statement of Work constitutes a separate contract on the terms of this framework agreement. Termination of any one Statement of Work shall not affect termination of any other Statement of Work.
- 3.2 This agreement shall commence on **[INSERT DATE]** and shall continue unless terminated earlier in accordance with clause 12.

3.3 Manuka shall provide the Services to the Customer from the Services Commencement Date.

3.4 The Services supplied under this Agreement shall continue to be supplied until the project is completed in accordance with the Statement of Work or this Agreement or the applicable Statement of Work is terminated in accordance with clause 12.

4 Customer's rights and obligations

4.1 During the continuance of this Agreement the Customer shall:

- (a) appoint the Customer Manager in relation to the Services who will be Manuka's primary point of contact with the Customer and who will have the authority necessary to resolve matters relating to the Services on behalf of the Customer;
- (b) comply with the technical and operational requirements set out in the Statement of Work to enable Manuka to provide the Services and the Customer acknowledges that Manuka shall not be liable for any delays in performing any of the Services which are as a result of the Customer's non compliance with this clause;
- (c) provide, in a timely manner, such documents information and materials as Manuka may reasonably require, and use reasonable efforts to ensure that it is accurate in all material respects;
- (d) inform Manuka of all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer's premises;
- (e) provide access to the necessary premises, people, networks and systems (including remote and on premises access) and suppliers as necessary to allow Manuka to efficiently deliver Services and perform its obligations under this Agreement;
- (f) acquire, at its own cost and expense, an appropriate licence for any IPR which is required in connection with the provision of Services by Manuka;
- (g) provide all such assistance necessary to enable Manuka to provide the Services and meet project milestones and meet agreed Service Levels as soon as reasonably practical and without any undue delay.

4.2 If Manuka's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, Manuka shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.

4.3 Customer warrants to Manuka that:

- (a) it has the full right and power to enter into and fully perform its obligations under this Agreement.
- (b) it possesses all necessary software licenses and hardware support agreements and is current on all maintenance for such licenses and agreements as required in order for Manuka to be able to provide the Services, and will maintain such licenses and agreements for the duration of the Agreement.
- (c) the data provided by it to Manuka pursuant to this Agreement or the Services does not contain or embody any illegal material.
- (d) it shall at all times be in material compliance with all applicable export and import laws, regulations, orders and policies relating to the release or transfer of its data.

5 Manuka's rights and obligations

- 5.1 Manuka shall appoint the Manuka Manager who shall have authority contractually to bind Manuka on all matters relating to the Services.
- 5.2 Manuka shall provide the Services to the Customer on the terms and conditions of this Agreement and using reasonable care and skill and shall use its reasonable commercial endeavours to:
- (a) if the Statement of Work specifies that the Service Level Agreement applies, provide the applicable Services in accordance with the Service Level Agreement; and
 - (b) if requested by the Customer, attend at least two (2) commercial review meetings per annum during the Term to review the commercial performance of the current Statements of Work.
- 5.3 Manuka warrants to the Customer that:
- (a) it has the full right and power to enter into and fully perform its obligations under this Agreement.
 - (b) it will comply with all applicable laws and regulations in performance of its obligations under this Agreement.
 - (c) it will perform its responsibilities under this Agreement in a workmanlike and professional manner by appropriately trained and qualified personnel.

6 Charges and payment

- 6.1 Manuka shall invoice the Customer for the Fees in accordance with the applicable Statement of Work.
- 6.2 Manuka shall invoice the Customer for the expenses properly and necessarily incurred in connection with the provision of Services as set out in the Statement of Work
- 6.3 The Customer shall pay all undisputed invoices without deduction or set off within 30 days of the date of receipt to the bank account nominated by Manuka.
- 6.4 Manuka reserves the right to:
- (a) charge interest at the rate of 4% per annum above the current rate of the Bank of England from time to time from the due date until actual payment is made in cleared funds, whether before or after judgement; and
 - (b) suspend all Services until all undisputed sums overdue by more than 30 days (including interest) are made in full.
- 6.5 All fees, charges and expenses will be exclusive of VAT which, if applicable, shall be payable in addition by the Customer at the relevant prevailing rate.
- 6.6 In the event that the Customer reasonably believes that any fees invoiced under this Agreement are incorrect it may dispute such fees by notifying Manuka in writing within 5 days of receipt of invoice. Manuka shall then consider the relevant records and accounts relating to the fee in dispute and, within 15 Business Days, Manuka shall:
- (a) provide Customer with a written explanation of its calculation of the disputed fee where it reasonably concludes that the fee is correct; or
 - (b) provide Customer with a revised invoice setting out the correct fee together with an explanation of its calculation (if appropriate) in the event that it finds the disputed fee to be incorrect.

- (c) In each case Manuka's finding shall be final and the fee/revised fee (as the case may be) shall be payable within 30 days from the date of such explanation/ revised invoice.
- 6.7 Every invoice raised in accordance with the commercial terms of any applicable Statement of Work shall be payable in full for the completion of that instalment of the Statement of Work in accordance with the terms of payment provided for therein without reference to and notwithstanding any defect or default in the delivery of any other instalment under that Statement of Work or any other Statement of Work..

7 Intellectual property rights

- 7.1 All Background Intellectual Property used in connection with the provision of the Services shall remain the property of the party introducing the same. No party will make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Background Intellectual Property of the other party except under the terms of this Agreement. Each party acknowledges and confirms that nothing contained in this Agreement shall give it any right, title or interest in or to the Background Intellectual Property of the other party save as granted by this Agreement. The parties agree that any improvements or modifications to a party's Background Intellectual Property arising from the Services will be deemed to form part of that party's Background Intellectual Property.
- 7.2 The Customer hereby grants to Manuka a non-exclusive, worldwide, royalty free, irrevocable licence to use such of its Background Intellectual Property as is necessary for Manuka to provide the Services and perform its obligations under this Agreement.
- 7.3 Subject to payment of the Fees, Manuka hereby grants the Customer a non-exclusive, perpetual, worldwide, royalty free, irrevocable, non-transferable, non-sublicenceable licence to use the Deliverables and to use such parts of Manuka's Background Intellectual Property solely and to the extent as is necessary to enable the Customer to make reasonable use of the Deliverables for its own internal purposes but not further or otherwise.
- 7.4 Manuka shall indemnify Customer against any claim that the normal use or possession of the Deliverables, Services or Manuka's Background Intellectual Property by the Customer in accordance with the terms of this Agreement infringes the IPR of any third party provided that: Manuka is given prompt notice of any such claim; Manuka is given sole control of any such claim; Customer, at Manuka's expense, gives Manuka such assistance as may be reasonably required to settle or oppose any such claim; Customer makes no admissions which may be prejudicial to the defence of any claim or demand or action; and that Manuka shall have the right to replace or change all or any part of the Deliverables, Services or Manuka's Background Intellectual Property without notice in order to avoid infringement or alleged infringement of the IPR of a third party.
- 7.5 Customer shall indemnify Manuka against any claim that the normal use or possession of Customer's Background Intellectual Property by Manuka in accordance with the terms of this Agreement infringes the IPR of any third party provided that: Customer is given prompt notice of any such claim; Customer is given sole control of any such claim; Manuka, at Customer's expense, gives Customer such assistance as may be reasonably required to settle or oppose any such claim; Manuka makes no admissions which may be prejudicial to the defence of any claim or demand or action; and that Customer shall have the right to replace or change all or any part of the Customer's Background Intellectual Property without notice in order to avoid infringement or alleged infringement of the IPR of a third party.

8 Confidentiality

- 8.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party; or
 - (b) was in the other party's lawful possession before the disclosure; or
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 8.2 Subject to clause 8.3, each party shall hold the other's Confidential Information in strict confidence and not disclose the other's Confidential Information, or use the other's Confidential Information for any purpose other than to discharge its obligations or enforce its rights under this Agreement.
- 8.3 Manuka and Customer may disclose such of the other party's Confidential Information to its Personnel who need to know such information for the purposes of carrying out obligations under this Agreement provided that Manuka and Customer shall ensure that its Personnel to whom it discloses such information comply with this clause 8.
- 8.4 Each party shall take reasonable commercial steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its Personnel in violation of the terms of this Agreement.
- 8.5 Each party acknowledges that a breach of this clause 8 may cause irreparable harm and injury to the other party, and, accordingly, the injured party shall be entitled, in addition to any other rights and remedies it may have at law, to seek equitable remedies including an injunction restraining further breaches or threatened breaches of this clause 8.

9 Data Protection

- 9.1 Each party shall comply with its obligations under the Data Protection Legislation in connection with its activities under this Agreement.
- 9.2 If Manuka Processes any Personal Data on the Customer's behalf when performing its obligations under this Agreement, the parties record their intention that the Customer shall be the Data Controller and Manuka shall be a Data Processor and in any such case:
- (a) Customer shall ensure that the Customer is entitled to transfer the relevant Personal Data to Manuka;
 - (b) Manuka shall process the Personal Data only in accordance with the terms of this Agreement and any instructions given by the Customer from time to time;
 - (c) Manuka shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data or its accidental loss, destruction or damage;
 - (d) Manuka shall ensure that only those of its Personnel who may be required by Manuka to assist in it meeting its obligations under this Agreement shall have access to Personal Data;

- (e) Manuka shall not disclose Personal Data to a third party in any circumstances other than at the specific request of Customer or as otherwise specified in this Agreement;
- (f) Manuka shall promptly carry out any request from Customer requiring Manuka to amend, transfer or delete the Personal Data or any part of the Personal Data;
- (g) Manuka shall notify Customer immediately upon receiving any notice or communication from any Data Subject, supervisory or government body which relates directly or indirectly to the processing of the Personal Data;
- (h) Manuka shall assist Customer promptly with all subject access requests which may be received from Data Subjects and shall not respond to any such request without the consent of Customer;
- (i) if requested in writing by Customer from time to time, Manuka shall provide to Customer a copy of the Personal Data in the format and on the media reasonably specified by Customer;

9.3 Manuka shall not transfer any Customer personal data to any country or territory outside of the European Economic Area or the UK without the prior written consent of the Customer.

10 Relevant Transfer

10.1 Should any person ("Employee") employed directly or indirectly by one party ("Original Employer") be deemed or claim to become an employee of the other party ("New Employer") by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive 2001/23/EC or succeeding or similar legislation in force in any part of the world at any time during or after termination of this Agreement where such transfer relates to this Agreement or its termination, the New Employer may terminate the Employee's employment at its sole discretion after consultation with the Original Employer. The Original Employer undertakes to indemnify the New Employer and hold the New Employer harmless against all and any costs, claims, expenses, damages, awards and penalties arising out of such claim, employment or its termination, subject to New Employer consulting with the Original Employer and taking all reasonable steps to reduce the Original Employer's exposure under this indemnity.

11 Change Control

11.1 If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing and Manuka shall, within a reasonable time, provide a written estimate to the Customer of:

- (a) the likely time required to implement the change;
- (b) any necessary variations to the Fees arising from the change;
- (c) the likely effect of the change to the relevant Statement of Work; and
- (d) any other impact of the change on this Agreement.

11.2 If the Customer wishes Manuka to proceed with the change, Manuka has no obligation to do so unless and until the parties have agreed in writing the necessary variations to the Fees, the Services, the Statement of Work and any other relevant terms of this Agreement to take account of the change.

11.3 Notwithstanding clause 11.2, Manuka may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements,

provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

12 Term and Termination

- 12.1 Each Party may terminate this Agreement by notice in writing immediately without liability to the other party if the other party commits a material breach of this Agreement, which, if capable of remedy is not remedied within thirty (30) days of the receipt of a notice identifying the breach and requiring its remedy, or is incapable of remedy.
- 12.2 Each party may terminate this Agreement in its entirety if either party has a receiver or administrative receiver appointed over it or over any part of its undertaking or assets or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a Court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.
- 12.3 On termination of this Agreement, howsoever arising, each Statement of Work then in force at the date of such termination shall nevertheless continue in full force and effect for the remainder of the term of such Statement of Work unless terminated earlier within the terms of this Agreement or such Statement of Work.
- 12.4 Termination of any Statement of Work shall not affect any other Statement of Work or this Agreement.

13 Consequences of Termination

- 13.1 Termination or expiry of this Agreement shall be without prejudice to any rights and remedies of Manuka and the Customer accrued before such termination or expiration and nothing in this Agreement shall prejudice the right of either party to recover any amount outstanding at such termination or expiry.
- 13.2 On termination of this Agreement for any reason Customer's liability shall be limited to paying Manuka fair and reasonable costs for work-in-progress at the time of termination subject to Manuka providing evidence of such costs but such compensation shall not include loss of anticipated profits or any consequential loss.
- 13.3 Subject to clause 13.4, each party shall promptly return or irretrievably delete at the other party's direction all of the other party's Confidential Information (and all copies and extracts thereof) in its possession or under its control and shall certify to the other party that it has so irretrievably deleted or returned all such Confidential Information.
- 13.4 Manuka shall delete any environments that it hosts for the Customer pursuant to this Agreement and all data currently held in those environments. However, Customer acknowledges and accepts that Manuka may not destroy backup copies of such data following termination or expiry of this Agreement. Manuka warrants that it shall not restore any such data from its backups and backups will be deleted in accordance with Manuka's usual processes unless agreed otherwise in writing with Customer.

14 Limitation of Liability

- 14.1 Except as expressly set forth in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

- 14.2 Nothing in this Agreement limits or excludes a party's liability for:
- (a) death or personal injury resulting from that party's negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any other liability that may not be properly limited or excluded under applicable law.
- 14.3 Notwithstanding any other provision of this Agreement neither party be liable for indirect or consequential loss of whatever nature, howsoever caused, whether occurring in contract, tort, negligence or otherwise.
- 14.4 Subject to clauses 14.2 and 14.3, Manuka's entire aggregate liability and Customer's sole and exclusive remedy for any cause of action whatsoever (regardless of the form of action, whether in contract, tort (including negligence) or any other legal theory, shall not exceed the total fees paid under the Statement of Work to which the liability relates for any one or connected series of events, during the year immediately preceding the month of the event that gave rise to such damages.

15 Dispute Resolution

- 15.1 Any dispute or difference between the Parties relating to this Agreement shall be dealt with as follows:
- (a) the dispute shall first be referred to Manuka Manager and the Customer Manager who shall promptly use all reasonable endeavours to resolve such matter as reasonably practicable;
 - (b) If the Manuka Manager and the Customer Manager are unable or unwilling to resolve the matter between themselves, either of them may request a meeting between a Manuka Director and a senior representative of the Customer nominated by the Customer Manager to be convened at the earliest practicable time;
 - (c) If the matter is not resolved by agreement between the parties within thirty (30) days after such meeting, the parties may by agreement seek to settle the dispute by non-binding mediation with an accredited alternative dispute resolution practitioner, the cost of which shall be borne by both parties equally.
 - (d) During the dispute resolution process, Manuka must continue to provide uninterrupted Services to the Customer in accordance with this Agreement subject to payment by Customer of the applicable Fees.
- 15.2 Nothing in this clause 15 shall have the effect of excluding either party's right at any time to take up their remedies under law.

16 Event of Force Majeure

- 16.1 Subject to clause 16.2 neither party shall be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance or non-performance of any of its obligations under this Agreement to the extent that such delay or non-performance is due to any Event of Force Majeure.
- 16.2 The party affected by any Event of Force Majeure shall use reasonable commercial endeavours to mitigate the effect of the Event of Force Majeure and shall notify the other party in writing as soon as reasonably practicable of the nature and extent of the Event of Force Majeure.

- 16.3 If any Event of Force Majeure occurs, the date(s) for performance of the obligation(s) affected shall be postponed for so long as is made necessary by the event of Force Majeure provided that if any event of Force Majeure continues for a period of exceeding three months, the non-affected party shall have the right to terminate this Agreement forthwith on written notice to the affected party.

17 Severance

- 17.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 17.2 If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable and, to the greatest extent possible, achieves the parties' original commercial intention.

18 Non-Solicitation

- 18.1 The Customer shall not at any time from the date of this Agreement to the expiry of 12 months after the last date of supply of the Services, directly or indirectly solicit, employ, engage or entice away from Manuka any person who is, or has been, engaged by Manuka in the provision of the Services provided that the Customer shall not be precluded from employing or engaging any person responding to a bona fide recruitment campaign open to the general public.

19 Notices

- 19.1 A notice or other communication given to a party in connection with this Agreement shall be in writing and may be delivered personally, sent by commercial courier, sent by pre-paid first class post or recorded delivery or sent by email.
- 19.2 The addresses for delivery of a notice is the registered office address of each party (and in the case of the Customer addressed to the Company Secretary) or such address as is notified by either party to the other from time to time.
- 19.3 Notices sent in accordance with this clause shall be deemed to have been received as follows:
- (a) if delivered personally, at the time of delivery; or
 - (b) if sent by commercial courier, at the time of signature of the courier's delivery receipt; or
 - (c) if sent by pre-paid first class post or recorded delivery, 9.00 am on the second day after posting that is not a Saturday, Sunday or public holiday in the place of receipt; or
 - (d) if sent by email, at the time stated in the successful delivery report.
- 19.4 For the purposes of this clause, if deemed receipt is not within business hours (meaning 9.00 am to 5.30 pm on Business Days), the notice is deemed to have been received when business next starts in the place of receipt.

20 Relationship of Parties

- 20.1 Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party

shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21 Publicity

21.1 Neither party shall issue any news release, public announcement, advertisement or publicity concerning this Agreement or the parties' relationship hereunder without the prior written approval of the other party except that each party may make use of or refer to the other party's name, trademarks, service marks, tag lines or logos in promotional, advertising, marketing or sales materials.

22 Assignments

22.1 Neither party shall without the prior written consent of the other assign, transfer, charge, mortgage or deal in any other manner with all or any of its rights or obligations under this Agreement.

22.2 Each party that has rights under this Agreement is acting on its own behalf and not for the benefit of another person.

23 Subcontracting

23.1 Manuka may subcontract all or any of its rights or obligations under this Agreement.

23.2 Manuka shall remain responsible for all acts and omissions of its subcontractors as if they were its own.

24 Waiver

24.1 The failure of either party at any time to enforce any right, power or remedy conferred on it by provisions of this Agreement or by law shall in no way affect that party's rights thereafter to require complete performance by the other party hereto, nor shall the waiver of any breach of any provision or law be taken or held to be a waiver of any subsequent breach of any such provision or law or be a waiver of the provision or law itself. Any waiver to be effective must be in writing.

25 Entire Agreement

25.1 This Agreement and any documents referred to in it constitute the entire agreement between the parties and supersedes all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this Agreement.

25.2 Each party acknowledges that, in entering into this Agreement, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.

25.3 Each party agrees that their only liabilities in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.

25.4 Nothing in this clause shall limit or exclude any liability for fraud.

26 Survival

- 26.1 Clauses which expressly or by implication have effect after termination shall continue in full force and effect, including the following clauses: 7, 8, 13, 14, 17, 18, 19, 20, 22, 25, 26, 27, 29, 30 and 32.

27 Rights of Third Party

- 27.1 A person who is not a party to this Agreement shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999. The parties expressly agree that this Agreement can be varied or rescinded without the consent of the Customer's Affiliates who may have the benefit of this Agreement, or the right to enforce this Agreement, notwithstanding that varying or rescinding this Agreement may extinguish or alter such benefit or right.

28 Anti-Bribery Act

- 28.1 Both Parties agree to comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Anti-Bribery Law").

29 Variation

- 29.1 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.

30 Cumulative remedies

- 30.1 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

31 Counterparts

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

32 Governing Law

- 32.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of England and Wales.
- 32.2 The parties submit to the exclusive jurisdiction of the courts of England.

Schedule 1 - Statement of work pro forma

The Statement of work should contain the following sections: -

- (a) Introduction
- (b) Scope
 - (i) In Scope areas
 - (ii) Out of scope areas
- (c) Project Definition (if appropriate)
 - (i) Methodology
 - (ii) Project Team
 - (iii) Project Plan / Timescales
 - (iv) Deliverables
 - (v) Acceptance
- (d) Managed Service Definition (if appropriate)
 - (i) Service Delivery
 - (ii) Supported Systems
 - (iii) Service Levels
 - (iv) Service Management
- (e) Commercial Terms
- (f) Risks, Assumptions, Issues and Dependencies