

CURO RESOURCING LIMITED
CLIENT FRAMEWORK AGREEMENT
PROJECT SERVICES

THIS AGREEMENT is made the [DATE]

BETWEEN:

CURO RESOURCING LIMITED, a company incorporated in England and Wales, **Company Number 5835995**, having its registered office at **Green Acres Manor, Llanboidy, Whitland, Carmarthenshire SA34 0EE** ("Curo"); and

[CLIENT COMPANY NAME], a company incorporated in England & Wales Company Number **[COMPANY REGISTERED NUMBER]** having its registered office at **[REGISTERED COMPANY ADDRESS]**, (the "Client"),

IT IS AGREED as follows:

Curo is an experienced and knowledgeable supplier of certain goods and/or services of interest to the Client; and

The Client and Curo agree that Curo will provide the Services outlined in each Work Order and its associated Statement of Work, and the Client will make payment as specified in this Agreement.

1. DEFINITIONS & INTERPRETATIONS

The headings to the clauses of this Agreement are for reference only and shall not affect the interpretation or construction of this Agreement. In this Agreement, unless the context requires otherwise, the following words and expressions shall have the following meanings:

"Agreement"	means this Agreement, its Work Orders, associated Statements of Work, and Appendices.
"Client(s) or Client"	shall mean the organisation(s) identified in the Work Order.
"Confidential Information"	Any material, software, document, idea, data or other information which: - relates to either party's research and development, trade secrets or business affairs; or - is marked as confidential or is by its nature confidential, and is disclosed by either party or their associated or subsidiary companies or representatives to the other for the purpose of this Agreement or any Work Order but excluding anything which: - is known to the receiving party, under no obligation of confidence, at the time of disclosure by the other party; - is or becomes publicly known through no wrongful act or omission of the receiving party and of which the receiving party can produce documentary evidence; - is lawfully obtained by the receiving party from a third party who in making such disclosure breaches no obligation of confidence to the other party; - is independently developed by the receiving party and of which the receiving party can produce documentary evidence; or - is required to be disclosed as a matter of law.
"Charge Rate"	Means the amount payable by the Client to Curo on an hourly, daily or other basis as agreed by the parties and described in the Work Order
"Intellectual Property Rights"	Rights relating to trademarks, registered designs, patents, applications for any of the foregoing, copyright, database rights, design rights, know-how, trade and business names, moral rights, publication rights, performance rights, goodwill and any other similar protected rights in any country.
"Rolling"	Means the Agreement or Work Order continuing in force until such time as the Agreement or Work Order is lawfully terminated in accordance with the Agreement.

"Services"	means those services to be performed by Curo as specified in a Work Order and the associated Statement of Work.
"Service Period"	means the term for each provision of Services, being the time between the commencement date and the completion date as set out in each Work Order and the associated Statement of Work (or such other dates as the parties agree).
"Statement of Work (SOW)"	means a document agreed upon by the Client and Curo that details the specific scope, deliverables, timelines, and responsibilities for the Services to be provided under this Agreement. Each Statement of Work shall be incorporated into and governed by the terms of this Agreement.
"Work Order"	means each individual contract setting out the specific terms of business that relate to each individual Consultant and executed between the Parties. A template of which is attached and labelled Appendix 1.
"Writing"	Includes any document in electronic form.

2. PERFORMANCE OF THE SERVICES

- 2.1 In consideration of the payment of the Charge Rate by the Client Curo will provide Consultant(s) to the Client to perform the Services on a time and materials basis as the Client and the Consultant(s) mutually agree and as stipulated in the Work Order and associated Statement of Work.
- 2.2 Curo will use all commercially reasonable endeavours to ensure all Consultant(s) assigned to perform the Services are sufficiently competent to perform the Services; however it will be the Client's responsibility to interview and assess the suitability of the Consultant to carry out the Services.
- 2.3 Both parties agree that Curo is not responsible for the day-to-day supervision, direction or control of the Consultant in carrying out the Services.
- 2.4 Both parties agree that the Consultant is an independent contractor who is provided by Curo on a time and materials basis and therefore Curo expressly excludes any liability for project timeframes or any liquidated damages relating to the Services.
- 2.5 The Client may request changes to the Services, the Work Order or the Statement of Work. Both Parties agree to work together to consider, and if appropriate, agree any changes. Until a change is agreed in writing both parties will continue to act in accordance with the latest agreed version of the Agreement and corresponding Work Order.
- 2.6 Curo may from time to time propose substitute Consultant(s). If we do so, we acknowledge that whether you accept or reject any such proposed substitute is a matter for your sole discretion.

- 2.7 Subject to any specific commitments in the Work Order, Statement of Work and elsewhere in this Agreement, the Client is not obliged to offer Curo ongoing work under this Agreement and Curo is not obliged to accept any work offered.

3. RESPONSIBILITY OF CLIENT

- 3.1 The Client will give all reasonable assistance to the Consultant(s) in providing the Services, including:
 - 3.1.1 Where appropriate, provide access to premises at agreed times, a suitable workspace and all necessary administrative and technical support.
 - 3.1.2 Ensure that the Consultant(s) has immediate access to any relevant Health and Safety at Work policies and Security policies.
- 3.2 The Client shall nominate an authorised representative who be authorised to make binding decisions for the Client with regard to this Agreement, including any change to the Services.
- 3.3 Execute promptly any licences or documents which may be required pursuant to this Agreement; and
- 3.4 Procure all necessary licences and consents to use software, data and any other material which it makes available to Curo or the Consultant(s) under this Agreement.

4. PRICE AND PAYMENT

- 4.1 The Client shall pay Curo the Charge Rate and any other approved costs as set out in the Work Order and associated Statement of Work. All payments required to be made under this Agreement are stated excluding Value Added Tax which if applicable will be paid in addition at the rates prevailing from time to time.

- 4.2 The Client will ensure that an authorised representative signs timesheets as presented to the Client by the Consultant. If agreed between the parties the Client may require the Consultant to use its own timesheets or other time recording system.
- 4.3 The Client warrants that such signature or other forms of authorisation including but not limited to email authorisation is evidence of the Client's satisfaction and confirmation of the Consultant's performance, the hours and permitted expenses stated for the period indicated on the timesheet. We are entitled to accept such signed timesheet as sufficient authority to invoice.
- 4.4 Subject to clause 4.6 and in the event that the Client is dissatisfied with the performance of the Services or the hours worked; signature is to be withheld and written notice outlining the reasons of such dissatisfaction and the timesheet to which it relates is to be given to Curo immediately.
- 4.5 Upon receipt of written notice of the Client's dissatisfaction, both parties will negotiate in good faith to settle the dispute in a timely manner. The Client will not withhold or set-off any amounts in respect of any disputes with or claims against Curo, until and unless the same have been agreed.
- 4.6 The Client will not refuse or delay signature of the timesheet without reasonable and proper cause. Any withholding of signature will only relate to the timesheet period for which the Client disputes and will not in any way prejudice the obligation for payment of any undisputed timesheet periods.
- 4.7 Curo will submit invoices to the Client weekly in arrears. Payment of each invoice shall be made within 30 days of the date of issue. No delay in payment to the Client by any third party shall affect this obligation of the Client. Curo reserves the right to charge interest on any overdue sum at the rate of two per cent per annum over the base lending rate of The Royal Bank of Scotland plc from time to time from the date of the invoice until payment is made.
- 4.8 If in the reasonable opinion of Curo, the Client is or may be unable to pay any fees due or becoming due, then Curo shall give notice to the Client of this and be entitled to suspend work forthwith. Curo shall not be required to recommence work until such time as the Client has provided evidence, including payment where appropriate, to the reasonable satisfaction of Curo that the circumstances giving rise to the suspension no longer prevail. The Client shall notify

Curo immediately if any circumstances arise which affect the Client's ability to make payment to Curo either for invoices already tendered or for work undertaken but not yet invoiced.

5. RESTRICTION

- 5.1 Each party agrees that if during the time whilst a Consultant is supplied by Curo or within 12 months thereafter you enter into any arrangement or agreement which would result in either:
- 5.1.1 the employment of the Consultant by either the Client or the Client's client(s), or
 - 5.1.2 the provision of services by the Consultant of the same or similar nature as the services provided under this Agreement to the Client, other than through Curo, or
 - 5.1.3 if you enter such an arrangement in relation to a prospective Consultant introduced by us within 3 months of the introduction.
- 5.2 In the event of such direct or indirect employment or engagement of the Consultant;
- 5.2.1 In relation to permanent employment by the Client or the Client's Client a transfer fee of 15% of basic remuneration package is payable to Curo.
 - 5.2.2 In relation to the engagement of the Consultant whether directly or indirectly on a temporary basis, the Client will pay a fee calculated at 13 times the weekly Charge Rate payable under the most recent Work Order for the supply of that Consultant (or, if there has been no such Work Order, of 13 times the weekly rate at which that Consultant was offered to the Client.
- 5.3 Both parties agree that the fees contained within Clause 5 are a genuine estimate of the losses to Curo.
- 5.4 During the term of this Agreement, or for a period of six months after its termination or completion of Services defined within a Work Order whichever is earlier, Curo undertakes not to directly solicit and undertake any work similar to the Services provided under this Agreement from the Client's client(s) that is or was the ultimate beneficiary of such Services. In addition, should the Client secure Curo's services to obtain resources

for the Client's client(s) then Curo will not accept resource requests from other 3rd parties for the same piece of work during the tender process. For the avoidance of doubt, Curo is free to undertake work indirectly with such clients through other 3rd Parties. Furthermore, Curo is free to undertake work with such clients where an existing relationship exists. It is the Client's responsibility to ensure that Curo is aware of the ultimate beneficiary and where pre-existing relationships exist Curo will notify the Client accordingly.

6. CONFIDENTIALITY AND PUBLICITY

- 6.1 Each party shall hold in confidence, use only for the purposes hereof and not disclose to any third party Confidential Information of the other party.
- 6.2 Curo shall not disclose or otherwise publicise work undertaken for the Client nor shall it use the name of the Client in its customer list without the prior written consent of the Client.
- 6.3 The obligations under this Clause 6 shall continue for a period of 3 (three) years after the completion of all Work Orders, or termination of this Agreement, whichever is earlier

7. INTELLECTUAL PROPERTY RIGHTS AND INFRINGEMENT

- 7.1 Curo hereby irrevocably and unconditionally assigns the Client with full title guarantee free of all encumbrances all of the Intellectual Property Rights (including, in the case of copyright, by way of present and future assignment of copyright) arising in the course of the Services and any ancillary materials delivered to the Client by Curo under and in accordance with a Work Order, upon creation. Curo will at the Client's expense cooperate with any formal steps required by the Client to vest such rights in the Client.
- 7.2 The Client will indemnify Curo against any liability which arises as a result of any alleged infringement of any third party's intellectual property rights in the course of the Services.

8. LIMITATION OF LIABILITY

- 8.1 To the extent permissible by law, neither party will have any liability to the other for any claim to the extent that the same is or can be characterised as a claim for (or arising from):
 - 8.1.1 loss of revenue or profits;

- 8.1.2 loss of anticipated savings;
- 8.1.3 loss of goodwill or injury to reputation;
- 8.1.4 loss of business opportunity;
- 8.1.5 losses suffered by third parties; or
- 8.1.6 indirect, consequential or special loss or damage.

regardless of the form of action, whether in contract, strict liability or tort (including negligence), and regardless of whether the first named party knew or had reason to know of the possibility of the loss, injury, or damage in question.

- 8.2 Nothing contained in this Clause 8 will limit either party's liability for:
 - 8.2.1 fraud or fraudulent misrepresentation;
 - 8.2.2 death or personal injury caused by its negligence or that of its employees
 - 8.2.3 breach of Clause 7 (Confidentiality); or
 - 8.2.4 any claim under the indemnities in Clause 7 (Intellectual Property).
- 8.3 The liability of Curo to the Client, whether in contract, negligence, other tort, by way of indemnity or otherwise arising out of or in connection with this Agreement shall be subject to the financial limits set out in this Clause 8.3 as follows:
 - 8.3.1 the liability for all defaults resulting direct loss of or damage to the tangible property of the Client shall in no event exceed £1,000,000 per event or series of connected events;
 - 8.3.2 the aggregate liability for all other defaults arising (but excluding any liability governed by Clause 8.3.1 in relation to the Services shall in no event exceed the greater of £250,000 or one hundred and twenty five per cent (125%) of the aggregate amount paid by the Client under this Agreement.

9. TERMINATION OF WORK ORDER

- 9.1 Either party may terminate a Work Order;
 - 9.1.1 if the Client gives Curo written notice in accordance with the Client Notice Period as specified in the Work Order.
 - 9.1.2 if Curo gives the Client written notice in accordance with the Curo Notice Period if such a period is provided for in the Work Order.

- 9.1.3 if either party is in breach of the Work Order and fails to remedy the breach within seven (7) days of being required in writing to do so.
- 9.1.4 Curo agrees that where, within the first five (5) business days of an active Work Order, in the opinion of the Client the Consultant does not have the skills or expertise required to carry out the Services the Client may terminate the Work Order immediately without notice. The Client agrees that Curo will invoice the Client for days worked up until such termination.
- 9.1.5 The Client may immediately terminate a Work Order without cause and without notice if:
 - (a) the Services being provided for are no longer required on terminates the project.
 - (b) the end Client terminates without notice then the Work Order will be deemed terminated with immediate effect, without notice and without liability.
- 9.1.6 The Client may immediately terminate the Work Order, without notice if in the opinion of the Client the Consultant fails to provide the Services in a professional manner and with all proper skill and care, or is in material breach of any of the items expressed in a Work Order as the Consultant's responsibility. The Client will give Curo full written details, and such further cooperation as may reasonably be required.

- 9.2 A Work Order may be terminated by Curo on the same date as this Agreement terminates.
- 9.3 Subject to the foregoing, a Work Order will terminate at the end of the Contract Term as specified in the Work Order unless extended by express mutual agreement, or unless the Contract Term is stated to be "Rolling".
- 9.4 The Client shall pay Curo all undisputed Fees payable for Services performed up to and including the date of such termination. For the avoidance of doubt Curo shall not be paid with respect to statutory and annual holidays, sickness or other temporary absence occurring during the course of the termination period.

10. MODERN SLAVERY

Curo shall perform its obligations under this Agreement in compliance with (and shall ensure that its sub-contractors comply with):

- 10.1 The Modern Slavery Act 2015; and
- 10.2 Curo's Prevention of Modern Slavery Policy (as amended from time to time) and available upon request.
- 10.3 The Company undertakes warrants and represents that it shall implement appropriate due diligence procedures for its own suppliers, sub-contractors and other participants in its supply chains to ensure that there is no slavery or human trafficking in its supply chains.
- 10.4 Curo agrees to notify the Client and confirm the same promptly in writing immediately upon discovering any breach or potential breach of this clause 10 or any actual or suspected slavery or human trafficking in its supply chains.

11. TERMINATION OF FRAMEWORK AGREEMENT

- 11.1 The term of this Agreement will be Rolling and will continue in force until such time as either party terminates in accordance with this Clause 11.
- 11.2 Either party may terminate this Agreement without cause upon thirty days' written notice.
- 11.3 This Agreement may be terminated immediately by notice in writing:
 - 11.3.1 by either party if the other party is in material or continuing breach of any of its obligations under this Agreement and fails to remedy the same (if capable of remedy) for a period of 7 days after written notice of the breach by the other party;
 - 11.3.2 by either party if any of the following event (or any event analogous to any of the following occurs in a jurisdiction other than England & Wales) occurs in respect of the other party:
 - (a) a proposal is made for a voluntary arrangement within Part I of Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
 - (b) a petition is presented for its winding up (which is not dismissed within 14 days of its service), or an application is made for the appointment of a

provisional liquidator or a creditor's meeting is convened pursuant to s.98 of Insolvency Act 1986;

- (c) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- (d) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given.

11.4 Termination of this Agreement or Work Order howsoever caused will be without prejudice to any obligations or rights of either of the parties hereto accrued prior to such termination and will not affect any provision of this Agreement or Work Order which is expressly or by implication intended to come into effect on, or to continue in effect after such termination.

12. RELATIONSHIP

Curo is engaged as an independent contractor and not as an employee or agent of the Client. The Client has no authority to and will not make any representations or incur any liability or cost or enter into any contracts or other arrangements involving Curo in financial or other commitments without the express prior approval in writing of Curo.

13. SEVERABILITY

- 13.1 If any provision of this Agreement or any Work Order will be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this Agreement or any Work Order which will remain in full force and effect.
- 13.2 If any provision of this Agreement or any Work Order is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question will apply with such modification(s) as may be necessary to make it valid.

14. GENERAL

- 14.1 No variation of this Agreement or any Work Order will take effect unless made in writing, expressed to amend this Agreement or any

Work Order and signed by the authorised representative of each party.

- 14.2 Neither party shall assign or otherwise transfer this Agreement or any of its rights and obligations under it (including but not limited to the obligation to perform any Work Orders) without the prior written consent of the other. Nothing in this Agreement, and unless explicitly stated nothing in any Work Order, confers or purports to confer on any third party any benefit or right to enforce any term of this Agreement or the Work Order, and the provisions of the Contracts (Rights of Third Parties) Act 1999 (as amended or modified from time to time) are expressly excluded.

- 14.3 Neither party shall be liable for any delay in meeting or for failure to meet any of its obligations under this Agreement or any Work Order due to any cause outside its reasonable control. If either party is prevented from meeting any of its obligations due to any cause outside its reasonable control, it shall promptly notify the other party in writing of the circumstances and the other party shall grant a reasonable extension for the performance of its obligations, provided however that if either party shall have been so prevented from meeting its obligations for more than thirty days following the receipt of such notice, then either party may terminate this Agreement forthwith upon written notice.

- 14.4 No forbearance or delay by either party in enforcing its rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

- 14.5 Nothing in this Agreement or Work Order is intended to create a partnership or joint venture of any kind between the parties, or to authorise any party to act as agent for the other. Save where expressly so stated in this Agreement or Work Order neither party will have authority to act in the name or on behalf of or otherwise to bind the other.

15. ENTIRE AGREEMENT

This Agreement or Work Order constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes any previous agreement between the Parties relating to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination. This clause does not exclude or limit the liability of either Party in respect of any fraud.

16. LAW AND DISPUTES

16.1 Any dispute in relation to this Agreement shall be referred to a senior executive of each of the parties (each of who shall have authority to settle the dispute) as soon as reasonably practicable, and in any event within 21 days of referral, for resolution.

16.2 If the dispute is not resolved by escalation in accordance with Clause 15.1, the parties may seek to resolve disputes between them by an Alternative Dispute Resolution technique recommended by the Centre for Effective Dispute Resolution. If the matter has not been resolved by an ADR procedure within thirty (30) days of the initiation of that procedure, or if either party does not wish to participate in an ADR procedure, the dispute

may be referred by either party to the English courts and the parties submit to their jurisdiction for that purpose.

16.3 This Agreement is governed by English law.

17. SPECIAL TERMS

Special terms and conditions applicable to this Agreement are included or referenced in the Work Order and associated Statement of Work. Should the Work Order, Statement of Work, and these general terms and conditions conflict, then the Work Order shall take precedence, followed by the Statement of Work..

IN WITNESS WHEREOF the Parties hereto have signed this document the day and year first above written:

Signed for and on behalf of the Client by:	Signed for and on behalf of Curo Resourcing Limited by:
Name:	Name:
Position:	Position:
Date:	Date:

APPENDIX 1

Curo Resourcing Limited Client Work Order



Work Order Reference:

This Work Order is made pursuant to the Curo Master Framework Agreement effective as of [DATE OF AGREEMENT], by and between the undersigned Client and the undersigned Curo affiliate.

Curo Invoicing Information

Contact Name: Gemma Carter (gemma.carter@curoservices.com)

VAT Number: 886 2216 05

Contact Address: Green Acres Manor, Llanboidy, Whitland, Carmarthenshire SA34 0EE

Bank Details: National Westminster Bank Plc. Sort Code: 60-08-46 Account Number: 68661088

Invoicing and Payment

Curo will invoice the Client weekly in arrears for services performed or within 30 days of the close of the engagement, whichever is earlier, as described in this Work Order. The Client agrees to pay Curo for all accepted work within thirty (30) days from receipt of Client's invoice pursuant to the requirements set forth in this Work Order.

Curo Consultant

[Name of Consultant] or agreed substitute.

Client / Location

[Customer name and location].

Services

Curo shall provide the services on a time and materials basis, as defined in the Statement of Work appended to this Work Order.

Term

This Work Order will commence on [START DATE]. This Work Order will expire on [END DATE] or later if mutually agreed by the Parties in writing and subject in any event to any term permitting earlier termination.

Fees

Daily Rate:	[£xxx] (based on an 8-hour day)
Overtime if applicable:	
Number of Days:	Up to [xx]
Expenses:	[input from Client PO]

Work Order Notice Period

1 week and subject in any event to any term permitting earlier termination.

By signing below the Parties acknowledge and agree to be bound to the terms of the agreement and this Work Order.

Client	Curo
Name of Client [NAME OF CLIENT]	Name Curo Resourcing Limited
Signature	Signature
Name of Person Signing	Name of Person Signing
Title of Person Signing	Title of Person Signing
Signature Date	Signature Date

Statement of Work

To be confirmed