



Professional Master Services Agreement for the purchase of HR services

between
Vitro Global LTD
And

[xxxxxx]

DATE OF THIS AGREEMENT is made on

21 July 2023



BETWEEN

[xxxx] (CLIENT), whose registered office is [xxxxxxxxxxxxxxxxxxxxxx]

Vitro Global LTD ('COMPANY'), a company having its registered office at Lygon House, 50 London Road, Bromley, Kent, BR1 3RA.

NOW, IT IS HEREBY AGREED that the parties have entered into an Agreement on the terms and conditions contained in the document named "Company Terms and Conditions" attached hereto, together with any Schedules thereto ("the Agreement").

IN WITNESS whereof this Agreement has been entered into on the day and year first before written.

Vitro Global LTD Company Number 08003016, VAT Registration Number: 181 9053 03 Lygon House, London Road, Bromley, Kent, BR1 3RA		CLIENT Name and Co.No and Address	
Name	Michael Halling	Name	
Title	CEO	Title	
Date		Date	
Signature		Signature	

Terms and Conditions

The terms and conditions set out below shall be deemed to be incorporated into the SoW and shall apply to the provision of the services set out in the SoW.

1. DEFINITIONS

"Adequate Procedures" means adequate procedures, as referred to in section 7(2) of UKBA and any guidance issued by the Secretary of State under section 9 of UKBA.

"Anti-Corruption Legislation" means the UKBA and all other laws and regulations prohibiting public or commercial bribery, extortion, kickbacks or other unlawful or improper means of conducting business applicable in any way to the supply Services under this SoW.

"CLIENT" **CLIENT NAME**

"COMPANY" **Vitro Global LTD.**

"Confidential Information" all data (business, technical or otherwise) and all other confidential information (whether written, oral or in electronic form) concerning the business of the party disclosing the information ("**Disclosing Party**") that the party receiving the



information ("**Receiving Party**") receives or accesses as a result of any discussions or dealings under this Agreement.

"Consultant"	an employee or contractor of the COMPANY.
"Data Protections Laws"	means (i) the retained EU law version of the General Data Protection Regulation (EU) 2016/679 as enacted into English law (UK GDPR) and as revised and superseded from time to time; (ii) the Data Protection Act 2018 and as revised and superseded from time to time; (iii) Privacy and Electronic Communications Regulations 2003 and as revised and superseded from time to time; and (iv) any other laws and regulations relating to the Processing of Personal Data and privacy which apply to a party and, if applicable, the guidance and codes of practice issued by the relevant data protection or supervisory authority and expressly includes the common law duty of confidentiality.
"Deliverables"	means all products and materials developed by the COMPANY in relation to the Services including without limitation data, diagrams and reports.
"Effective Date"	means the date of this SoW
"Extended Term"	a period extending throughout the duration of the life of this Agreement and for one calendar year after termination or cessation of this Agreement.
"Force Majeure"	means any event which is beyond the reasonable control of either party such as, without limitation, acts of God, war, hostilities, riot, fire, explosion, accident, flood, sabotage, lack of adequate fuel, power, raw materials, containers, transportation, lockout or injunction and breakage of machinery or apparatus.
"Good Industry Practice"	in relation to the performance of any of the Services, their performance to the standard of skill, care, prudence and foresight, in each case with appropriate management and control of quality, that a leading professional supplier of services similar to the Services would use in the performance of those services.
"Intellectual Property"	patents, trademarks, service marks, registered designs, applications for any of the foregoing, copyrights, software, data, templates, box service, delivery success framework, design rights, know-how, confidential information, trade and business names and any other similar protected rights in any country.
"Proposal"	means the materials provided to the CLIENT prior to the commencement of this SoW, including any responses to tender
"Personal Data", "Controller", "Processor", "Data Subject" and "Processing"	have the same meaning as in the Data Protection Legislation and " Regulator " means the Information Commissioner's Office or any other relevant regulatory authority
"Services"	means the services to be provided by the COMPANY to the CLIENT as set out in this Statement of Works
"Statement of Works" or "SoW"	means this statement of works as agreed and signed by both parties
"UKBA"	means the United Kingdom's Bribery Act 2010, as may be amended from time to time.



2. SERVICES

- 2.1 In consideration of the payment of the costs set out in the SoW and the observance of the other terms and conditions of this SoW by both parties, the COMPANY shall provide the Services to CLIENT.
- 2.2 COMPANY will ensure that the named Consultants will have a fully insured car for travel to the CLIENT sites and a mobile telephone. All COMPANY employees and consultants shall follow all CLIENT instructions and procedures whilst on CLIENT's site.
- 2.3 Remuneration of the COMPANY Consultants will at all times remain the responsibility of COMPANY.
- 2.4 From time to time, the parties may decide that additional Consultants can be engaged to provide Services. Any additional work will be subject to the terms and conditions contained within the SoW, along with any agreed variation to the SoW.
- 2.5 Once a Consultant has been committed to provide the Services, the COMPANY will not withdraw this Consultant from the assignment for the length of the engagement except in the case of:
- CLIENT notifies the COMPANY that the Consultant (or any replacement) is not suitable. At which point CLIENT will allow the COMPANY the right to substitute a Consultant with reasonable notice and prior agreement.
 - The Consultant leaving the employment or engagement of the COMPANY
 - The Consultant suffering a protracted absence from work due to illness or other cause
 - The receipt of a notice of termination of the engagement from CLIENT.
- 2.6 The COMPANY acknowledges and agrees that CLIENT is entering this Agreement on the basis of the responses contained in the Proposal or SOW, which is accurate and complete in all material respects.

2A QUALITY OF SERVICES

2A.1 The COMPANY warrants to CLIENT that:

- (a) the COMPANY will perform the Services in accordance with Good Industry Practice;
- (b) the Services will conform with all descriptions and specifications provided to CLIENT by the COMPANY, including any set out in the Statement of Works and the Proposal;
- (c) the Services will be provided in accordance with, and the COMPANY will comply with, all applicable legislation from time to time in force and any mandatory policies notified to the COMPANY by the CLIENT.
- (d) the Company shall not knowingly do anything that would violate CLIENT's restrictions in the use of the software pursuant to its agreement with Cornerstone;
- (e) it is an authorised implementation partner of Cornerstone.

2A.2 The provisions of this clause 2A shall survive any performance, acceptance or payment pursuant to this agreement and shall extend to any substituted or remedial services provided by the COMPANY.

2A.3 If any Services are not supplied in accordance with, or the COMPANY fails to comply with, any terms of this agreement, CLIENT shall be entitled (without prejudice to any other right or remedy) to exercise any one or more of the following rights or remedies:

- 2A.3.1 to rescind this agreement;
- 2A.3.2 to refuse to accept the provision of any further Services by the COMPANY and to require the immediate stop and review all agreed sums outstanding between the CLIENT and the COMPANY under this agreement; or
- 2A.3.3 to require the COMPANY, without charge to CLIENT, to carry out such additional work as is necessary to correct the COMPANY'S failure, or breaches of this agreement not otherwise covered by the foregoing provisions of this clause 2A.



3. RESTRICTIONS

- 3.1 Use of COMPANY Intellectual Property that belong to the COMPANY is subject to the terms and conditions defined in this Clause:
- CLIENT will implement sufficient security measures to prevent unauthorised access to the COMPANY and CLIENT's data, particularly in the event of a laptop being stolen.
 - No copies of any software provided to CLIENT by COMPANY to be kept or re-used following this engagement, with the exception of any COMPANY based Deliverables.
- 3.2 CLIENT will not solicit work directly or indirectly from a Consultant without COMPANY's written permission within 12 months from the SoW ending. Failure to comply will result in a minimum transfer fee of £50,000 being levied.
- 3.3 COMPANY will provide services and act in a professional manner at all times.
- 3.4 Any materials provided by the CLIENT to the COMPANY throughout the duration of this engagement ("CLIENT Materials") shall remain the property of the CLIENT. The COMPANY shall ensure that all CLIENT Materials are immediately returned (or destroyed or deleted on the CLIENT's instructions) on termination or expiry of this SoW.

4 PAYMENT

- 4.1 The total price of the Services shall be paid to the COMPANY as set out in the Statement of Works, with the payment of each instalment being conditional on the COMPANY having achieved the appropriate milestone as set out in the Statement of Works to the reasonable satisfaction of the CLIENT. On achieving a milestone, the COMPANY shall invoice CLIENT for the charges that are then payable.
- 4.2 CLIENT agrees to pay to the COMPANY the amount invoiced and in accordance to the approved SoW. COMPANY professional day is eight (8) hours. Additional time agreed between the parties will be billed pro rata to the time worked: under a minimum value of ½ hours (30minute) parts.
- 4.3 CLIENT undertakes to settle each valid COMPANY invoice within thirty (30) days from the end of the month following receipt of the invoice provided and supporting timesheet report having been received as accepted by the CLIENT.
- 4.4 CLIENT may not delay payment to the COMPANY if the error is deemed to be the fault of CLIENT. In the event of a dispute regarding an invoice the CLIENT shall not be required to pay the invoice until such time that the dispute has been resolved.
- 4.5 COMPANY will apply Value Added Tax to all professional services and expense CLIENT invoices under the SoW. Claims for reimbursement of expenses shall be payable by CLIENT where pre-agreed by CLIENT in advance and accompanied by relevant receipts.
- 4.6 The COMPANY Charges shall be subject to an annual adjustment with effect from 1 April each year ("Adjustment Date"), provided the agreement has been in force for at least 10months prior to that Adjustment Date. The adjustment shall reflect the percentage change in the UK Consumer Prices Index (CPI) published by the Office for National Statistics for the 12month period to the CPI figure published for January of the same year (or the most recently available CPI publication if the January release is not yet issued). The annual increase applied under this clause shall be capped at a maximum of 3.5%. Charges shall take effect automatically from the applicable anniversary date, and the COMPANY shall notify the CLIENT in writing not less than 30 days before the adjustment takes effect.
- 4.7 The COMPANY shall maintain complete and accurate records of the time spent and materials used by the COMPANY in providing the Services. The COMPANY shall allow CLIENT or its auditors to inspect such records at all reasonable times on request.

CONFIDENTIALITY AND EMPLOYEES



Both parties hereby acknowledge that under the terms of this MSA confidential information may be disclosed to the other party. Confidential Information shall mean all information relating to business or financial or other affairs (including future sales and targets) which is marked "confidential", or is or could be reasonably deemed, commercially sensitive and is not publicly known. Both parties undertake to keep any Confidential Information provided by the other party or otherwise received from the other party under this SoW ("the Information") confidential and shall not divulge the same to any third parties without the prior written consent of the other party. Information will be returned to the divulging party upon demand or at the divulging party's discretion the recipient shall destroy all copies of Confidential Information in its possession (including copies held upon computer hardware). The Confidential Information of the other party does not, however, include any information which:

- is known to the receiving party, under no obligation of confidence, at the time of disclosure by the other party; or
- is or becomes publicly known through no breach of this Agreement; or
- 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; or
- is independently developed by the receiving party without access to any Confidential Information.

- 4.8 The parties may divulge the Confidential Information only to those employees, agents or subcontractors, as well as professional advisors, who are bound by a similar confidentiality undertaking ("**Authorized Persons**") and the disclosing party undertakes to ensure that they are aware prior to the disclosure of all or any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to that party and shall procure that such employees, agents or sub-contractors comply with such undertaking. The party receiving the Confidential Information shall indemnify the other party against any loss or damage which the other party may sustain or incur as a result of the party receiving the Confidential Information failing to comply with the provisions of this Clause.
- 4.9 The party receiving the Confidential Information from the disclosing party shall promptly notify the other party if it becomes aware of any breach of confidence by itself or any person to whom the party receiving the Confidential Information divulges all or any part of the Confidential Information and shall give the other party all reasonable assistance in connection with any proceedings which that other party may institute against such person for breach of confidence.
- 4.10 The parties agree the Confidential Information relates to highly sensitive aspects of the disclosing party's business and that financial compensation may not adequately compensate the disclosing party for any of loss, misuse or unauthorized disclosure of the Confidential Information. Accordingly, the receiving party acknowledges the right of the disclosing party to seek injunctive relief (interim or final), in addition to its rights in law or equity, against the receiving party in the event of any breach by the receiving party or any of its Authorized Persons.
- 4.11 The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of this MSA.

5 DATA PROTECTION

- 5.1 For the purposes of the Data Protection Laws, the CLIENT is the Controller and the COMPANY is the Processor and at times the Sub-processor.
- 5.2 Details of the Processing in connection with the Services are as follows:

Duration of Processing	For the term of the contract
Nature/purpose of Processing	Improving CLIENT's ability to collect, record, model, organise, transfer and retrieve data, pursuant to the SoW.
Type of Personal Data	• Title • First Name • Last Name • Employee number • Email Address



	• Last hire date • Address • Phone number • Gender
Categories of Data Subjects	Personal data relating to CLIENT's employees, consultants and contractors.

5.3 The COMPANY shall comply with its obligations under the Data Protection Laws and shall, in particular:

- a) Process the Personal Data only to the extent, and in such manner, as is necessary for the purpose of providing the Services and in accordance with the CLIENT's written instructions;
- b) take appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by such Processing, in particular unauthorised disclosure of, or access to Personal Data. Including as appropriate:
 - i) the pseudonymisation and encryption of Personal Data;
 - ii) to ensure the confidentiality, integrity, availability and resilience of services during the delivery period of the SoW;
- c) keep the Personal Data confidential and not disclose it to any third party without the prior written consent of the CLIENT;
- d) ensure that any employees or other persons it authorises to process the Personal Data on the COMPANY's behalf:
 - i) are under an appropriate statutory obligation of confidentiality; and
 - ii) Process the Personal Data in accordance with the CLIENT's written instructions;
- e) not process or otherwise transfer any Personal Data outside the European Economic Area without prior written consent from the CLIENT, except where such processing or transfer is in/to a territory which has adequate levels of protection (as confirmed by a European Commission decision in accordance with the Data Protection Laws) and, if the CLIENT consents to the transfer of Personal Data to any country outside the EEA and UK or to any international organisation (an "International Recipient"), the COMPANY shall:
 - i) ensure that such transfer (and any onward transfer):
 - is pursuant to a written contract including provisions relating to security and confidentiality of the Personal Data;
 - is effected by way of a legally enforceable mechanism for transfers of Personal Data as may be permitted under the Data Protection Laws from time to time (the form and content of which shall be subject to the CLIENT's written approval); and
 - ii) otherwise complies with the Data Protection Laws;
 - iii) notify, to the extent permitted by applicable laws, the CLIENT promptly (and in any event within 24 hours) of any disclosure requests from law enforcement agencies and/or the intelligence services of an International Recipient; and (ii) refuse any such disclosure requests to the extent permitted by the applicable laws of the International Recipient; and
 - on request, assist the CLIENT with any enquiries from, or consultation with, Regulators.

5.4 The CLIENT acknowledges that clause 5.3(a) shall not apply to the extent that the COMPANY is required by law to Process the Personal Data other than in accordance with the CLIENT's instructions and the COMPANY acknowledges that, in such case, it must inform the CLIENT of the relevant legal requirement prior to Processing (unless the law prohibits the provision of such information on important grounds of public interest);



- 5.5 The COMPANY shall, taking into account the nature of the Processing and the information available to the COMPANY, assist and cooperate with the CLIENT with respect to the CLIENTS's obligations under sections 64 to 68 of the Data Protection Act 2018 which include, where relevant:
- i) carrying out, reviewing and consulting with the Regulator in respect of data protection impact assessments; and
 - ii) notifying Personal Data breaches to the Regulator and/or communicating such breaches to Data Subjects;
- 5.6 Further to clause 5.3, the COMPANY shall:
- a) notify the CLIENT promptly (and in any event within 24 hours) of becoming aware of any actual, suspected or threatened unauthorised exposure, access, disclosure, Processing, use, communication, deletion, revision, encryption, reproduction or transmission of any component of the Personal Data or unauthorised access or attempted access or apparent attempted access (physical or otherwise) to the Personal Data or any loss of, damage to, corruption of or destruction of such Personal Data;
 - b) ensure that such notice includes details of the nature of the breach, including the categories and approximate number of Data Subjects and records concerned and the remediation measures being taken to mitigate and contain the breach; and
- 5.7 The COMPANY shall, taking into account the nature of the Processing, assist the CLIENT by appropriate technical and organisational measures (insofar as this is possible) to enable the CLIENT to respond to requests from Data Subjects exercising their rights under the Data Protection Laws and such assistance shall include:
- a. notifying the CLIENT promptly (and in any event within 2 days) of all requests and complaints from a Data Subject which relate to the CLIENT's obligations under the Data Protection Laws where relevant to the SOW; and
 - b. cooperating with the CLIENT and complying with the CLIENT's lawful instructions in relation to any such complaints and requests including, without limitation, those relating to the rights of a Data Subject to request access to the Personal Data held about him/her and the right to rectification where such data is inaccurate where relevant to the SOW.
- 5.8 The COMPANY shall not engage any sub-Processor to carry out the whole or any part of its Processing obligations under this SoW without first obtaining the written consent of the CLIENT in respect of each such sub-Processor. Where the CLIENT gives the COMPANY authorisation to engage a sub-Processor under this clause:
- a. the COMPANY shall ensure that such sub-Processor is subject to the same obligations as are set out in this clause; and
 - b. the COMPANY shall at all times during the SOW delivery phase remain liable to the CLIENT for such sub-Processor's performance of its obligations;
- 5.9 The COMPANY shall notify the CLIENT:
- a. immediately, if it becomes aware that in following the instructions of the CLIENT, it shall be breaching the Data Protection Laws;
 - b. as soon as reasonably practicable after receipt of notice of any complaint made to a Regulator or any finding by a Regulator in relation to its Processing of Personal Data, whether it is Personal Data being Processed under this Agreement or otherwise.
- 5.10 The COMPANY shall maintain accurate written records of the processing it carries out in connection with this SoW, which shall contain as a minimum:
- a. its details, the CLIENT's details and the details of its data protection officer;
 - b. the categories of Processing carried out on behalf of the CLIENT;
 - c. the details of any transfers to any third countries, where applicable, and the safeguards in place for that transfer; and



d. an accurate record of the technical and organisational measures it has in place in accordance with clause 5.3(b) **Error! Reference source not found..**

5.11 The COMPANY shall:

- a. at the CLIENT's request, make available to the CLIENT all information necessary to demonstrate the COMPANY's compliance with its obligations under this clause; and
- b. permit the CLIENT (or an auditor mandated by the CLIENT) to inspect and audit the Company's facilities, equipment, documents and electronic data relating to the COMPANY's data processing activities under this SoW for the purposes of monitoring the COMPANY's compliance with its obligations under this clause.

5.12 The COMPANY warrants that in carrying out its obligations under this SoW it will not knowingly breach the Data Protection Laws or do or omit to do anything that might cause the CLIENT to be in breach of the Data Protection Laws.

5.13 The COMPANY shall not indemnify and keep indemnified the CLIENT against all costs, claims, damages or expenses incurred by the CLIENT or for which the CLIENT may become liable due to any failure by the COMPANY to comply with its obligations under this clause.

5.14 On termination or expiry of an active SoW, the COMPANY shall, at the CLIENT's option, promptly destroy or return to the CLIENT all Personal Data in its power, possession or control, and delete existing copies of such Personal Data except to the extent the COMPANY is required to retain a copy the Personal Data by law.

6 TERM AND TERMINATION

6.1 This MSA shall commence on the Effective Date and shall continue until the Services are completed in accordance with the terms of this SoW, and thereafter for 12 months unless terminated by either party upon 4 weeks' written notice to the other party.

6.2 Either party may immediately terminate this Agreement forthwith on giving notice in writing to the other party if the other party:

- commits any material breach of any term of this MSA or SoW and, in the case of a breach capable of being remedied, shall have failed to remedy the breach within 30 days after the receipt of a request in writing from the non-defaulting party to do so;
- shall convene any meeting of creditors or pass a resolution for winding up or fail to promptly discharge a petition for winding up; or
- shall have an administrative receiver or receiver appointed over the whole or part of its assets or suffer the appointment of an administrator; or
- being an individual commits any act of bankruptcy or compounds with his creditors or comes to any arrangements with any creditors.

6.3 On termination of this Agreement all engagements for CLIENTs will terminate and both parties shall immediately cease to use the other party's Intellectual property. Either party may require the other party to return to the other party within seven days of the date of termination the other party's Intellectual Property and that other party shall be entitled to require the other party to certify in writing within 30 days of termination that the obligations imposed by this Clause have been complied with.

6.4 Each party agrees that it will not at any time recreate or attempt to recreate the other's Intellectual Property.

6.5 Any termination of this MSA or SoW shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of this MSA which is expressly or by implication intended to come into force or continue in force on or after that termination.

7 LIABILITY



- 7.1 Other than as set out in this MSA, the COMPANY and CLIENT shall not be liable to each other for any indirect or consequential loss, damage, cost or expense of any kind, whether arising from tort (including negligence), breach of Agreement or howsoever, including without limitation loss of profits or loss of operation time.
- 7.2 Each of the parties to the Agreement shall indemnify the other in respect of personal injury or death arising out of its and its employees' negligence and nothing in the Agreement shall operate to exclude or restrict such liability.
- 7.3 The COMPANY accepts liability to the extent that it results from the negligence of itself and its employees for:
- death or personal injury without limit,
 - all physical damage to or loss of CLIENT's tangible property up to the amount of £100,000 in respect of all incident or series of connected incidents.
- 7.4 In any other case not falling within Clause 7.2 and 7.3, 5.13 and 11.1 above the COMPANY's liability for loss or damage (whether in Agreement, tort, including negligence, or otherwise) under or in connection with any given CLIENT's engagement under this SoW shall be limited to the greater of:
- £100,000 or
 - 100% of the aggregate SoW value between COMPANY and CLIENT over the life of the SoW.
- 7.5 The COMPANY shall during the term of this Agreement maintain limited liability, professional indemnity insurance in respect of its liabilities arising out of or connected with this SoW, such cover to be to a minimum value of £5,000,000 (five million pounds) and with an insurance company of repute and shall provide confirmation of such policy to CLIENT upon request.

8 8 ASSIGNMENT

- 8.1 Subject to clause 8.2, neither party may assign or sub-contract any of its rights or obligations hereunder without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 8.2 CLIENT or COMPANY may assign or sub-contract any of its rights or obligations hereunder to an affiliate or its parent company.
- 8.3 CLIENT will not solicit or seek to employ or contract directly with any consultant or sub-contract agency or company used in the execution of service without agreement for 12 months from the completed the works.

9 FORCE MAJEURE

- 9.1 Neither party shall be liable for any delay in performing or failure to perform its obligations (other than a payment obligation) under this Agreement due to any cause outside its reasonable control. Such delay or failure shall not constitute a breach of this Agreement and the time for performance of the affected obligation shall be extended until such time as Force Majeure has terminated or as is reasonable, provided that if the Force Majeure event lasts for 60 consecutive days then the party not seeking to rely on the force majeure event shall be entitled to terminate this Agreement.

10 GENERAL

- 10.1 All notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the recipient set out on the front page of this Agreement or such other address as the recipient may designate by notice given in accordance with this Clause. Any such notice may be delivered personally or by first class pre-paid letter and shall be deemed to have been received: -
- by hand delivery - at the time of delivery,
 - by first class post in the United Kingdom - 48 hours after the time of mailing.



- 10.2 If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 10.3 No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or other provisions of this Agreement and no waiver shall be effective unless made in writing.
- 10.4 This Agreement and the documents referred to in it is the complete and exclusive statement of the Agreement between the parties relating to the subject matter of this Agreement and supersedes all previous communications, representations and arrangements, written or oral. CLIENT acknowledges that no reliance is placed on any representation made but not embodied in this Agreement. The printed terms and conditions of any purchase order or other correspondence and documents of COMPANY issued in connection with this Agreement shall not apply unless expressly accepted in writing by CLIENT.

11 INTELLECTUAL PROPERTY INFRINGEMENT INDEMNITY

- 11.1 The COMPANY shall indemnify and hold CLIENT harmless from all claims and all costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by CLIENT as a result of or in connection with any alleged or actual infringement of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the Services (including the Deliverables)
- 11.2 The COMPANY shall have no liability to CLIENT under this clause 11 to the extent that an Intellectual Property infringement or claim is based upon: the combination of any Software with equipment devices or software not supplied by COMPANY or approved by the COMPANY; or modification or alteration of any Software by parties other than COMPANY; or the use of any Software by CLIENT other than in accordance with the instructions or specifications provided by COMPANY.
- 11.3 The COMPANY provides no intellectual property infringement indemnity for any third-party products provided as part of the SoW and CLIENT should address any such issues directly with the appropriate licensor or hardware manufacturer.

12 ANTI-CORRUPTION

- 12.1 CLIENT and the Company are committed to eliminating bribery and corruption from their supply chains.
- 12.2 The Company and CLIENT shall not be under any obligation to carry out any action or make any omission under this SoW to the extent that the Company reasonably believes that it would be in breach of any Anti-Corruption Legislation.
- 12.3 Neither CLIENT, the Company nor any third party connected to the Company has breached any Anti-Corruption Legislation in order for each party to enter into this SoW.
- 12.4 Each party warrants and undertakes to the other that:
- (a) it will not engage in any activity, practice or conduct which would constitute an offence under any Anti-Corruption Legislation;
 - (b) it has, and will maintain in place, Adequate Procedures to prevent any Associated Person (as defined in the UKBA) from undertaking any conduct that would give rise to an offence under the UKBA;
 - (c) it will comply with the Company's Code of Ethics as updated by Company from time to time;
 - (d) it, and each of its employees, directors, officers, subcontractors, agents and representatives that will do anything on its behalf in relation to its selection as the CLIENT and the performance of its obligations under this SoW, has not taken, and will not take, in the name of, for the account of or on behalf of the Company, any actions in furtherance of (and it has not omitted to and will not omit to take any action preventing):
 - (i) an offer, payment, gift, promise to pay or give, or authorisation of the payment or giving of any money or anything else of value to any public official or to any other person or entity; or
 - (ii) the request for, agreement to or acceptance of any payment, gift, money or anything else of value,
 in each case, which constitutes a breach of any Anti-Corruption Legislation;



- (e) it will keep accurate and detailed books, accounts, and records on all business activity conducted pursuant to this SoW; and
- (f) from time to time, at the reasonable request of the Company, it will confirm in writing that it has complied with its undertakings under clauses 12.4(a) to 12.4(e) above and will provide access to such people and/or information reasonably requested by the Company in support of such compliance.

12.5 Breach of any of the undertakings in this clause shall be deemed to be a material breach of this SoW.

12.6 Where a party ("Innocent Party") reasonably believes that the other ("Defaulting Party") is in breach of its obligations in clauses 12.2, 12.3 or 12.4, upon request by the Innocent Party in writing, the Defaulting Party shall make available such people, books, accounts, records and other documentation relevant to its business activities conducted pursuant to this Agreement for an audit to be performed by an independent specialist third party (the "Auditor") designated by the Innocent Party to the extent relevant to that breach. The Auditor shall provide to the Innocent Party only information obtained from such review that relates to the possible breach. The costs of such audit shall be borne by the Innocent Party save where the Auditor confirms that the Defaulting Party is in breach of its obligations, in which case, the Defaulting Party shall bear all costs.

13 CHANGE CONTROL

13.1 CLIENT's Project Manager and the COMPANY's Project Manager shall meet to discuss matters relating to the Services under the SoW.

13.2 If CLIENT requests a change to the scope of the Services:

- (a) the COMPANY shall, within a reasonable time (and in any event not more than five working days after receipt of CLIENT's request), but without further charge to CLIENT, provide a written estimate to CLIENT of:
 - (i) the likely time required to implement the change;
 - (ii) any necessary variations to CLIENT's charges as a result of the change;
 - (iii) the likely effect of the change on the Statement of Works; and
 - (iv) any other impact of the change on the terms of the SoW;
- (b) if CLIENT does not wish to proceed, there shall be no change to the Statement of Works; and
- (c) if CLIENT wishes the COMPANY to proceed with the change, the COMPANY shall do so after agreement on the necessary variations to its charges, the Statement of Works and any other relevant terms of this agreement to take account of the change.

14 DISPUTE RESOLUTION

14.1 If any dispute arises out of this SoW the parties will attempt to settle it by negotiation ("Negotiation") at a meeting at executive level within seven (7) days of the dispute arising.

14.2 If within twenty-eight days after the executive meeting in clause 14.1 an attempt to settle by negotiation no such settlement has taken place, then the dispute shall be referred to and finally resolved by litigation and the parties submit themselves to the exclusive jurisdiction of the English Court.

14.3 No party may commence any court proceedings in relation to any dispute arising out of this SoW until they have attempted to settle it by Negotiation and that Negotiation has terminated.

15 GOVERNING LAW AND JURISDICTION

15.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England and Wales.



- 15.2** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
- 15.3** If there is any inconsistency between the terms of the SoW and the terms set out at the end of this SoW, then the terms set out at the end of this SoW shall prevail.

CONFIDENTIAL