

Dated

2025



NEOSALPHA TECHNOLOGIES LIMITED

and

[.....]

FRAMEWORK AGREEMENT TO DELIVER OUTSOURCED IT PROJECTS

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PARTIES

- (1) NeosAlpha Technologies Limited incorporated and registered in England and Wales with company number 10935601 whose registered office is at Building 3, 1st Floor Concorde Park, Concorde Road Maidenhead - SL6 4BY, UK (the "**Supplier**");
- (2) *[Client Name]* incorporated and registered in England and Wales with company number *[Client Company Number]* whose registered office is at *[Client Address]* (the "**Customer**").

BACKGROUND

- (A) The Supplier is in the business of providing IT services in the areas like Google Apigee, Salesforce, Boomi, Kong, Oracle NetSuite, Microsoft Azure, Java, Microservices, CI/CD etc.
- (B) The Customer wishes to obtain and the Supplier wishes to provide the Available Services on the terms set out in this agreement.

IT IS HEREBY AGREED

1. Interpretation

- 1.1 The following definitions and rules of interpretation apply in this agreement:

"Applicable Data Protection Laws"; means:

- (a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- (b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

"Applicable Laws"; all applicable laws, statutes, regulation and codes from time to time in force.

"Available Services"; the services as set out in Schedule 1.

"Business Day"; a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

"Business Hours"; the period from [9.00 am to 5.00 pm] on any Business Day.

"Change Order"; has the meaning given in clause 8.1.

"Control"; the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and controls, controlled and the expression change of control shall be construed accordingly.

"Customer's Equipment"; any equipment, including tools, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Works including any such items specified in a Statement of Work.

"Customer Materials"; all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to the Supplier in connection with the Works, including the items provided pursuant to clause 6.1(d).

"Customer Personal Data"; any personal data which the Supplier processes in connection with this agreement, in the capacity of a processor on behalf of the Customer.

"Deliverables"; any output of the Works to be provided by the Supplier to the Customer as specified in a Statement of Work and any other documents, products and materials provided by the Supplier to the Customer in relation to the Works (excluding the Supplier's Equipment).

"EU GDPR"; means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

"Intellectual Property Rights"; patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Mandatory Policies"; the Customer's business policies and codes listed in Schedule 4, as made available to the Supplier from time to time.

"Milestone"; a date by which a part or all of the Works is to be completed, as set out in a Statement of Work.

"Reference Charges"; the standard charges for the Available Services or the framework for calculating them as set out in Schedule 3.

"SoW Charges"; the sums payable for the Works as set out in a Statement of Work.

"Statement of Work"; a detailed plan, agreed in accordance with clause 3, describing the services to be provided by the Supplier, the timetable for their performance and the related matters of the type listed in the template statement of work set out in Schedule 2, although the format and layout and content of the Statement of Work may vary from project to project and the parties may instead imbed a digital link to a separate soft copy Statement of Work.

"Supplier's Equipment"; any equipment, including tools, systems, cabling or facilities, provided by the Supplier to the Customer and used directly or indirectly in the supply of the Works, including any such items specified in a Statement of Work but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Customer.

"Supplier Personal Data"; any personal data that the Supplier processes in connection with this agreement, in the capacity of a controller.

"UK GDPR"; has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

"VAT"; value added tax or any equivalent tax chargeable in the UK or elsewhere.

"Works"; the Available Services which are provided by the Supplier under a Statement of Work, including services which are incidental or ancillary to the Works.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 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.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- 1.8 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.11 A reference to **writing** or **written** includes fax and email.

- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 A reference to **this agreement** or to any other agreement or document is a reference to this agreement or such other agreement or document, in each case as varied or novated from time to time.
- 1.14 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Commencement and duration

- 2.1 This agreement shall commence on the date when it has been signed by all the parties and shall continue, unless terminated earlier in accordance with clause 15 (Termination), until either party gives to the other party written notice to terminate. Such notice shall be served no earlier than the first anniversary of the commencement of this agreement and shall expire on the completion of all Statements of Work entered into before the date on which it is served.
- 2.2 If there are no uncompleted Statements of Work as at the date notice to terminate is served under clause 2.1 such notice shall terminate this agreement with immediate effect.
- 2.3 The parties shall not enter into any further Statements of Work after the date on which notice to terminate is served under clause 2.1.
- 2.4 [The Customer may procure any of the Available Services by agreeing a Statement of Work with the Supplier pursuant to clause 3 (Statements of Work). For the avoidance of doubt, if the Customer wishes to buy IT hardware from the Supplier or wishes to subscribe to any licence based software services which the Supplier provides, those are separate matters to those dealt with in this agreement and separate terms and conditions will be provided as applicable.]
- 2.5 The Supplier shall provide the Works from the date specified in the relevant Statement of Work.

3. Statements of Work

- 3.1 Each Statement of Work shall be agreed in the following manner:
- (a) the Customer shall ask the Supplier to provide any or all of the Available Services and provide the Supplier with as much information as the Supplier reasonably requests in order to prepare a draft Statement of Work for the Available Services requested;
 - (b) following receipt of the information requested from the Customer the Supplier shall, as soon as reasonably practicable either:

- (i) inform the Customer that it declines to provide the requested Available Services; or
 - (ii) provide the Customer with a draft Statement of Work.
 - (c) if the Supplier provides the Customer with a draft Statement of Work pursuant to clause (ii), the Supplier and the Customer shall discuss and agree that draft Statement of Work; and
 - (d) both parties shall sign the draft Statement of Work when it is agreed.
- 3.2 Unless otherwise agreed in a Statement of Work, the SoW Charges shall be calculated in accordance with the Reference Charges.
- 3.3 The Supplier may charge for the preparation of Statements of Work on a time and materials basis in accordance with the Supplier's daily fee rates as set out in Schedule 3, although it will use reasonable endeavours to give fixed fees where possible and let the Customer know in advance of any charges.
- 3.4 Once a Statement of Work has been agreed and signed in accordance with clause 3.1(d), no amendment shall be made to it except in accordance with clause 8 (Change control) or clause 19 (Variation).
- 3.5 Each Statement of Work shall be part of this agreement and shall not form a separate contract to it.

4. Supplier's responsibilities

- 4.1 The Supplier shall use reasonable endeavours to manage and complete the Works, and deliver the Deliverables to the Customer, in accordance with a Statement of Work in all material respects.
- 4.2 The Supplier shall use reasonable endeavours to meet the Milestones specified in a Statement of Work but any such dates shall be estimates only and time for performance by the Supplier shall not be of the essence of this agreement.
- 4.3 The Supplier shall appoint a manager in respect of the Works to be performed under each Statement of Work, such person as identified in the Statement of Work. That person shall have authority to contractually bind the Supplier on all matters relating to the relevant Works (including by signing Change Orders). The Supplier may replace that person from time to time where reasonably necessary in the interests of the Supplier's business.
- 4.4 The Supplier shall use reasonable endeavours to observe all health and safety and security requirements that apply at the Customer's premises and that have been communicated to it under clause 6.1(e) and which are set out in Schedule 4, provided that it shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under this agreement.

5. Customer's obligations

5.1 The Customer shall:

- (a) co-operate with the Supplier in all matters relating to the Works;
- (b) appoint a manager in respect of the Works to be performed under each Statement of Work, such person as identified in the Statement of Work. That person shall have authority to contractually bind the Customer on all matters relating to the relevant Works (including by signing Change Orders);
- (c) provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as required by the Supplier including any such access as is specified in a Statement of Work;
- (d) provide to the Supplier in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or a third party) required under a Statement of Work or otherwise reasonably required by the Supplier in connection with the Works and ensure that they are accurate and complete in all material respects;
- (e) inform the Supplier of all health and safety and security requirements that apply at the Customer's premises. The Customer's requirements in this regard are set out in Schedule 4. If the Customer wishes to make a change to those requirements which will materially affect provision of the Works, it can only do so via the change control procedure set out in clause 8 (Change control);
- (f) ensure that all the Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Works and conforms to [all relevant United Kingdom standards or requirements];
- (g) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Supplier to provide the Works, including in relation to the installation of the Supplier's Equipment, the use of all Customer Materials and the use of the Customer's Equipment insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Works are to start;
- (h) comply with any additional responsibilities of the Customer as set out in the relevant Statement of Work; and

5.2 If the Supplier's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, the Supplier shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer and it might also lead to increase of cost to the Customer.

6. Non-solicitation and employment

- 6.1 Except in respect of any transfer of employees of the Supplier to the Customer pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/246*), the Customer shall not, whether directly or indirectly (including without limitation through any recruitment business), without the prior written consent of the Supplier, at any time from the date on which any Works commence to the earlier of the expiry of 12 months after the completion of such Works or 24 months after the relevant person mentioned below stops work or providing services on the Works, solicit or entice away from the Supplier or employ or attempt to employ or engage in any way for the provision of services and work similar to the Works any person who is, or has been, engaged as an employee, consultant or subcontractor of the Supplier in the provision of such Works.

7. Change control

- 7.1 Either party may propose changes to the scope or execution of the Works but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:
- (a) the Works;
 - (b) the SoW Charges;
 - (c) the timetable for the Works; and
 - (d) any of the other terms of the relevant Statement of Work.
- 7.2 If the Supplier wishes to make a change to the Works it shall provide a draft Change Order to the Customer.
- 7.3 If the Customer wishes to make a change to the Works:
- (a) it shall notify the Supplier and provide as much detail as the Supplier reasonably requires of the proposed changes, including the timing of the proposed change; and
 - (b) the Supplier shall, as soon as reasonably practicable after receiving the information at clause (a), provide a draft Change Order to the Customer.
- 7.4 If the parties agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Statement of Work.
- 7.5 The Supplier may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Customer pursuant to clause 8.3 on a time and materials basis at the Supplier's daily rates specified in Schedule 3.

8. Charges and payment

- 8.1 In consideration of the provision of the Works by the Supplier, the Customer shall pay the SoW Charges.

- 8.2 Where the SoW Charges are calculated on a time and materials basis:
- (a) the Supplier's daily fee rates for each individual person as set out in Schedule 3 are calculated on the basis of an eight-hour day, worked during Business Hours;
 - (b) the Supplier shall be entitled to charge an overtime rate of 50% of the daily fee rate set out in Schedule 3 on a pro rata basis for any time worked by individuals whom it engages on the Works outside Business Hours; and
 - (c) the Supplier shall ensure that every individual whom it engages on the Works completes time sheets to record time spent on the Works, and the Supplier shall indicate the time spent per individual in its invoices.
- 8.3 Where the SoW Charges are calculated on a fixed price basis, the amount of those charges shall be as set out in a Statement of Work.
- 8.4 The SoW Charges exclude the following, which shall be payable by the Customer monthly in arrears, following submission of an appropriate invoice:
- (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Works; and
 - (b) the cost to the Supplier of any materials or services procured by the Supplier from third parties for the provision of the Works as such items and their cost are set out in the Statement of Work or approved by the Customer in advance from time to time.
- 8.5 The Supplier may increase the Reference Charges and any SoW Charges not calculated in accordance with the Reference Charges on an annual basis with effect from each anniversary of the date of this agreement in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the date of this agreement and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.
- 8.6 Any increase in the Reference Charges shall affect:
- (a) the SoW Charges (to the extent that they are calculated in accordance with the Reference Charges) in Statements of Work in force at the date the increase takes effect; and
 - (b) the calculation of the SoW Charges for Statements of Work entered into after the date the increase takes effect.
- 8.7 The Supplier shall invoice the Customer for the SoW Charges at the intervals specified, or on the achievement of the Milestones indicated, in the Statement of Work. If no intervals are so specified, the Supplier shall invoice the Customer at the end of each month for Works performed during that month.

- 8.8 The Customer shall pay each invoice submitted to it by the Supplier within 28 days of receipt to a bank account nominated in writing by the Supplier from time to time.
- 8.9 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier any sum due under this agreement on the due date:
- (a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
 - (b) the Supplier may suspend part or all of the Works until payment has been made in full.
- 8.10 All sums payable to the Supplier under this agreement:
- (a) are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
 - (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. Intellectual property rights

- 9.1 Save as otherwise agreed in a Statement of Works for a project from time to time, in relation to the Customer Materials:
- (a) the Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials; and
 - (b) the Customer grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of this agreement for the purpose of providing the services under the Works to the Customer.
- 9.2 Save as otherwise agreed in a Statement of Works for a project from time to time, in relation to the Deliverables:
- (a) the Supplier assigns to the Customer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Deliverables; and
 - (b) the Supplier shall do (or procure to be done) such further acts and things and the execution of all such other documents as necessary for the purpose of securing for the Customer all right, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with this clause 10.2.

10. Compliance with laws and policies

- 10.1 In performing its obligations under this agreement, the Supplier shall comply with:

- (a) the Applicable Laws; and
 - (b) the Mandatory Policies, provided that the Customer shall give the Supplier not less than 2 months' notice of any change to such policies.
- 10.2 Changes to the Works required as a result of changes to the Applicable Laws or the Mandatory Policies shall be agreed via the change control procedure set out in clause 8 (Change control).
- 11. Data protection**
- 11.1 The following definitions apply in this clause 12:

Agreed Purposes: any relevant purpose related to the Works for any particular project commenced pursuant to this agreement.

Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures: as set out in the Applicable Data Protection Laws in force at the time.

Permitted Recipients: the parties to this Agreement, the employees of each party and any third parties engaged to perform obligations in connection with this Agreement.

Shared Personal Data: the personal data to be necessarily shared between the parties under this Agreement.
- 11.2 This clause 12 sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the **Data Discloser**) may disclose to the other party (the **Data Recipient**) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- 11.3 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation.
- 11.4 Each party shall:
 - (a) ensure that it has all necessary consents and notices in place to enable lawful transfer of the Shared Personal Data to the Data Recipient for the Agreed Purposes;
 - (b) give full information to any data subject whose personal data may be processed under this Agreement of the nature such processing. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
 - (c) process the Shared Personal Data only for the Agreed Purposes;
 - (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by this Agreement;
- (f) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
- (g) not transfer any personal data outside of the European Economic Area unless the transferor:
 - (i) complies with the provisions of Article 26 of the General Data Protection Regulation (in the event the third party is a joint controller); and
 - (ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the General Data Protection Regulation; (ii) there are appropriate safeguards in place pursuant to Article 46 of the General Data Protection Regulation; or (iii) one of the derogations for specific situations in Article 49 of the General Data Protection Regulation applies to the transfer.

11.5 Each party shall assist the other in complying with all applicable requirements of the Applicable Data Protection Legislation. In particular, each party shall:

- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform the other party about the receipt of any data subject access request;
- (c) provide the other party with reasonable assistance in complying with any data subject access request;
- (d) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Agreement unless required by law to store the personal data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause 12; and
- (j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Applicable Data Protection Laws.

12. Confidentiality

- 12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 13.2(a).
- 12.2 Each party may disclose the other party's confidential information:
 - (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority or to report a crime or regulatory matter or to assist in any way criminal or regulatory investigation or proceedings.
- 12.3 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

13. Termination

- 13.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
 - (a) the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 60 days after being notified [in writing] to do so;
 - (b) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
 - (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning

of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;

- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- (h) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause (c) to clause (j) (inclusive);
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (m) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

13.2 For the purposes of clause 15.1(a) material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from a substantial portion of this agreement over

the term of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

13.3 Without affecting any other right or remedy available to it, the Supplier may terminate this agreement with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 60 days after being notified [in writing] to make such payment.

14. Obligations on termination and survival

14.1 Obligations on termination or expiry

On termination or expiry of this agreement:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Works supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
- (b) the Customer shall, within a reasonable time, return all of the Supplier's Equipment. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of the Supplier's Equipment. Until the Supplier's Equipment has been returned or repossessed, the Customer shall be solely responsible for its safe keeping; and
- (c) the Supplier shall on request return any of the Customer Materials not used up in the provision of the Works.

14.2 Survival

- (a) On termination or expiry of this agreement, all existing Statements at Work shall terminate automatically.
- (b) Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
- (c) Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

15. Force majeure

15.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;

- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
- (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- (i) interruption or failure of utility service.

15.2 Provided it has complied with clause 17.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

15.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

15.4 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

15.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 8 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 4 weeks' written notice to the Affected Party.

16. Assignment and other dealings

- 16.1 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
- 16.2 The Supplier may at any time sub-contract its obligations, and assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights, under this agreement.

17. Variation

Subject to clause 8 (Change control), no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. Waiver

- 18.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 18.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.3 A party that waives a right or remedy provided under this agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

19. Rights and remedies

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20. Severance

- 20.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 20.2 If any provision or part-provision of this agreement is deemed deleted under clause 22.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. Entire agreement

- 21.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 21.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

22. Conflict

If there is an inconsistency between any of the provisions of this agreement and the provisions of the Schedules, the provisions of this agreement shall prevail (unless this agreement expressly allows for the terms of a Statement of Work to prevail).

23. No partnership or agency

- 23.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

- 23.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24. Third party rights

- 24.1 Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

- 24.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

25. Notices

- 25.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by fax to its main fax number or sent by email to the address usually used between the parties for business.

- 25.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting; or
- (c) if sent if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause (c),

business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

- 25.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

26. Dispute Resolution & Mediation

- 26.1 If a dispute arises out of or relates to the terms of this Agreement, either party may not commence any legal proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).
- 26.2 A party to this Agreement claiming a dispute (the 'Dispute') has arisen under the terms of this Agreement, must give written notice to the other party detailing the nature of the Dispute, the desired outcome and the action required to settle the Dispute (the 'Notice').
- 26.3 On receipt of the Notice by the other party, the parties to this Agreement (the 'Parties') must within seven days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree.
- 26.4 If for any reason whatsoever, 21 days after the date of the Notice, the Dispute has not been resolved the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by or his or her nominee and attend a mediation.
- 26.5 It is agreed that mediation will be held in , England.
- 26.6 The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing, undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation.
- 26.7 All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the fullest extent possible, must be treated as "without prejudice" negotiations.
- 26.8 If thirty (30) days have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either party may ask the mediator to terminate the mediation and the mediator must do so.
- 26.9 In the event that the Dispute is not resolved at the conclusion of the mediation, either party may institute legal proceedings concerning the subject matter of the Dispute thereafter.

27. Counterparts

- 27.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

28. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

29. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

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

Schedule I - Available Services

- Architecture, design, implementation, support and managed services of the following platforms
 - Boomi
 - Google Apigee
 - Salesforce Sales, Service and Marketing cloud
 - Azure Integration Services and Data Factory
 - Kong APIM
 - NetSuite ERP
 - Microservices development
 - AWS

Schedule II - Template Statement of Work

[Introduction about NeosAlpha and the client's need for the outsourced project]

1. Works: [LIST OUT ALL THE WORKS TO BE PROVIDED UNDER THIS STATEMENT OF WORK. THE WORKS SHOULD BE FROM OR RELATE TO THE LIST OF AVAILABLE SERVICES IN Schedule 1].
2. Customer's manager and Supplier's manager: [LIST OUT THE RELEVANT INDIVIDUALS].
3. Start date and term: [SPECIFY WHEN THE WORKS WILL COMMENCE, AND THE TERM OF THIS STATEMENT OF WORK].
5. Customer's Equipment: [LIST OUT THE CUSTOMER'S EQUIPMENT].
6. Supplier's Equipment: [LIST OUT THE SUPPLIER'S EQUIPMENT].
7. [Service Levels: [INCLUDE ANY SERVICE LEVELS, IF APPLICABLE FOR PARTICULAR PROJECTS]].
8. Timetable: [SET OUT THE TIMETABLE FOR PERFORMING THE WORKS].
9. Milestones: [SET OUT ANY MILESTONES FOR THE WORKS].
10. Deliverables: [SET OUT ANY DELIVERABLES FOR THE WORKS].
11. Acceptance Criteria: [SET OUT ANY CRITERIA FOR ACCEPTING THE DELIVERABLES OR THE MILESTONES].
12. SoW Charges: [SET OUT THE CHARGES AND PAYMENT FOR THE WORKS].

.....

Signed by [NAME OF CUSTOMER REPRESENTATIVE] for and on behalf of the Customer.

.....

Signed by *Mukesh Gehlot* for and on behalf of the Supplier.

Schedule III - Reference Charges and payment terms

Rate Card:

- Standard billing rates are available in the pricing document.

Signed by [NAME
.....]
for and on behalf of
NeosAlpha Technologies
Limited

.....
Director

Signed by [NAME
.....]
for and on behalf of
[Customer Company Name]

.....
Director

