

DATED

2026

(1) AMODAL LIMITED

and

(2) [INSERT FULL NAME OF CLIENT]

FRAMEWORK AGREEMENT

for

INFORMATION MANAGEMENT SERVICES, SOFTWARE AND HOSTING

SH[∞]SMITHS

THIS AGREEMENT is made on

2026

BETWEEN

1. **AMODAL LIMITED**, a company incorporated in England and Wales (company number 12496962) whose registered office is at 7 Victoria Road, Tamworth, England, B79 7HS (“**Amodal**”); and
2. **[INSERT FULL NAME OF CLIENT]**, a company incorporated in England and Wales (company number **[INSERT CLIENT'S COMPANY NUMBER]**) whose registered office is at **[INSERT CLIENT'S REGISTERED LOFFICE ADDRESS]** (the “**Client**”).

BACKGROUND

- (A) Amodal is in the business of providing the Available Services.
- (B) The Client wishes to obtain and Amodal wishes to provide the Available Services on the terms set out in this Agreement.

The parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context requires otherwise, the following definitions apply:

“ Acceptance Tests ”	means any acceptance tests set out in the Statement of Work;
“ Applicable Laws ”	means all applicable laws, statutes, and regulations from time to time in force;
“ Authorised Users ”	means an employee or contractor of the Client who is an individual authorised by the Client to access the Software;
“ Available Services ”	means the services as described or referred to in Schedule 1 (Available Services) ;
“ Business Day ”	means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
“ Business Hours ”	means the period from 9.00 am to 5.00 pm on any Business Day;
“ Change Order ”	has the meaning given in clause 9.1 ;
“ Client Equipment ”	means any equipment, including machinery, hardware, computers, telecoms devices, tools, systems, cabling or facilities, provided by the Client, 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;
“ Client Materials ”	means all content, documents, drawings, data, information, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to Amodal in

connection with the Works, including the items provided pursuant to **clause 5.1.4**;

- “Common Data Environment”** means the Client’s information environment, including its computing environment (consisting of hardware, software, and/or telecommunications networks or equipment), used by the Client in connection with this Agreement which is owned by the Client or licensed to the Client by a third party, as may be updated or replaced from time to time;
- “Competitor”** means the direct competitors of the Client as set out in Schedule 6;
- “Control”** has the meaning given in section 1124 of the Corporation Tax Act 2010, and controls, controlled and the expression change of control shall be construed accordingly;
- “Data Protection Legislation”** means all applicable law in any jurisdiction relating to the processing or protection of personal data and privacy, including the Data Protection Act 2018, the UK General Data Protection Regulation (as defined in The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), the General Data Protection Regulation 2016 (Regulation (EU) 2016/679) and any laws that replace or amend any of them from time to time (and **“Controller”**; **“Data Subject”**; **“Processor”**; **“Processing”**; and **“Personal Data”** shall bear the respective meanings given to them in Data Protection Legislation);
- “Deliverables”** means any output of the Works to be provided by Amodal to the Client as specified in a Statement of Work;
- “Dispute”** means any dispute, disagreement or claim arising out of or in connection with this Agreement, its subject matter or formation (including non-contractual disputes and claims);
- “European Economic Area”** means the United Kingdom and the Member States of the European Union from time to time, plus Switzerland, Norway, Iceland and Liechtenstein;
- “Hardware”** means the secure SSL HTTPS dedicated server provided by Amodal or its sub-contractors to enable the provision of Hosting Services;
- “Hosting Services”** means the hosting services for the Software as set out in the Statement of Work;
- “Intellectual Property Rights”** means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer

software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) 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;

“Maintenance Releases”	means a release of the Software that corrects faults, adds functionality or otherwise amends or upgrades the Software;
“Mandatory Policies”	means the Client's business policies listed in Schedule 4 (Mandatory Policies) , as amended by notification to Amodal from time to time;
“Milestone”	means a date by which a part or all of the Works is to be completed, as set out in a Statement of Work;
“Modifications”	means any configuration or bespoke modifications made to the Software by Amodal;
Reference Charges	means the standard charges for the Available Services, including without limitation, hourly rates, software licence fees, hosting fees and or the framework for calculating them as set out in Schedule 3 (Reference Charges and Payment Terms) ;
“Software”	the software packages proprietary to Amodal or its licensors to be provided to the Client including Modifications;
“SoW Charges”	means the sums payable for the Works, the software licence fee, and hosting fee and as set out in a Statement of Work;
“Standard Contractual Clauses”	means as applicable, the Standard Contractual Clauses for the transfer of Personal Information to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 or any European Commission’s decision amending or replacing this decision and the International Transfer Data Addendum to the 2021 Standard Contractual Clauses issued by the UK’s Information Commissioner’s Office
“Statement of Work”	means a detailed plan, agreed in accordance with clause 3 (Statements of Work) , describing the services to be provided by Amodal, the timetable for their performance and the related matters listed in the template statement of work set out in Schedule 2 (Template Statement of Work) ;
“Support Services”	means the support services for the Software and/or Hardware as set out in the Statement of Work.

“VAT” means value added tax or any equivalent tax chargeable in the UK or elsewhere; and

“Works” means the Available Services which are provided by Amodal under a Statement of Work.

- 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 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to writing or written includes email but not fax.
- 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 **[INSERT DATE]** and shall continue, unless terminated earlier in accordance with **clause 16 (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 date 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 Client may procure any of the Available Services by agreeing a Statement of Work with Amodal pursuant to **clause 3 (Statements of Work)**.
- 2.5 Amodal shall provide the Works from the date specified in the relevant Statement of Work.
- 2.6 Amodal agrees that it shall not sell the Works to Competitors during the term of this Agreement.

3 STATEMENTS OF WORK

- 3.1 Each Statement of Work shall be agreed in the following manner:
 - 3.1.1 the Client shall ask Amodal to provide any or all of the Available Services and provide Amodal with as much information as Amodal reasonably requests in order to prepare a draft Statement of Work for the Available Services requested;
 - 3.1.2 following receipt of the information requested from the Client, Amodal shall, as soon as reasonably practicable either:
 - a) inform the Client that it declines to provide the requested Available Services; or
 - b) provide the Client with a draft Statement of Work.
 - 3.1.3 if Amodal provides the Client with a draft Statement of Work pursuant to **clause 3.1.2b)**, Amodal and the Client shall discuss and agree that draft Statement of Work; and
 - 3.1.4 both parties shall sign the draft Statement of Work when it is agreed.
- 3.2 Unless otherwise agreed, the SoW Charges shall be calculated in accordance with the Reference Charges.
- 3.3 Once a Statement of Work has been agreed and signed in accordance with **clause 3.1.4**, no amendment shall be made to it except in accordance with **clause 9 (Change Control)** or **clause 20 (Variation)**.
- 3.4 Each Statement of Work shall be part of this Agreement and shall not form a separate contract to it.
- 3.5 A Statement of Work may not be terminated except by completion of the Works covered by that Statement of Work or by termination of this Agreement in accordance with clause 16.

4 AMODAL'S RESPONSIBILITIES

- 4.1 Amodal shall use reasonable endeavours to provide the Works, and deliver the Deliverables to the Client, in accordance with a Statement of Work in all material respects.
- 4.2 Amodal shall use reasonable endeavours to meet any performance dates specified in a Statement of Work but any such dates shall be estimates only and time for performance by Amodal shall not be of the essence of this Agreement.
- 4.3 Amodal shall appoint a manager in respect of the Works to be performed under each Statement of Work, such person being the person identified as such in the Statement of Work or such other person as Amodal may from time to time specify. That person shall have authority to contractually bind Amodal on all matters relating to the relevant Works (including by signing Change Orders). Amodal may replace that person from time to time where reasonably necessary in the interests of Amodal's business.
- 4.4 Amodal shall use reasonable endeavours to observe all health and safety and security requirements that apply at any of the Client's premises and that have been communicated to it under **clause 5.1.5**, 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 CLIENTS OBLIGATIONS

- 5.1 The Client shall:
 - 5.1.1 co-operate with Amodal in all matters relating to the Works;
 - 5.1.2 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 Client on all matters relating to the relevant Works (including by signing Change Orders);
 - 5.1.3 provide, for Amodal, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access (including administrative access) to the Common Data Environment, the Client's premises, office accommodation, and other facilities as required by Amodal including any such access as is specified in a Statement of Work;
 - 5.1.4 provide to Amodal in a timely manner all client data, documents, information, items and materials in any form (whether owned by the Client or a third party) required under a Statement of Work or otherwise reasonably required by Amodal in connection with the Works and ensure that they are accurate and complete;
 - 5.1.5 inform Amodal of all health and safety and security requirements that apply at any of the Client's premises;
 - 5.1.6 ensure that all the Client 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;
 - 5.1.7 obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Amodal to provide the Works, including in relation to Amodal's access to and use of the Common Data Environment, the use of all the Client Materials and the use of the Client Equipment, in all cases before the date on which the Works are to start;

5.1.8 unless Amodal has provided or is providing Works in relation to the preparation of the Common Data Environment, be responsible (at its own cost) for preparing the Common Data Environment for the supply of the Works; and

5.1.9 comply with any additional responsibilities of the Client as set out in the relevant Statement of Work.

5.2 If Amodal's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, Amodal shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.

6 SOFTWARE PROVISION

6.1 In the event that the Available Services set out in the Statement of Work include provision of Software, the following clauses shall apply in addition to the other terms and conditions of this Agreement:

6.2 Amodal will upload a copy of the Software on to the Hardware and the parties will undertake the Acceptance Tests.

6.3 Amodal grants to the Client a non-exclusive, non transferable licence for the term of the Statement of Work to use and permit the Authorised Users to use the Software for its own internal business purposes.

6.4 The Client shall not sub-licence, assign or novate the benefit or burden of this licence in whole or in part without the prior written consent of Amodal.

6.5 The Client shall ensure that only Authorised Users are permitted access to the Software and will put appropriate security measures in place. The Client shall promptly notify Amodal of any unauthorised use of the Software.

6.6 The Client shall not (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify or adapt the Software except to the extent that such action is necessary for the purpose of integrating the operation of the Software with other software of the Client and Amodal has refused to integrate the Software itself.

6.7 The Client shall permit Amodal to audit the Client's compliance with this licence and to inspect the equipment or records of the Client for the purpose of ensuring that the Client is complying with the terms of this licence at any time upon reasonable notice.

6.8 Amodal will provide the Client with all Maintenance Releases generally made available to its customers.

7 HOSTING AND SUPPORT SERVICES

7.1 In the event that the Available Services set out in the Statement of Work include provision of Hosting Services, the following clauses shall apply in addition to the other terms and conditions of this Agreement:

7.2 Amodal shall provide the Hosting Services on the Hardware in accordance with the service levels and availability measures as set out in the Statement of Work (excluding planned maintenance).

7.3 As part of the Hosting Services, Amodal or its sub-contractors shall provide support during Business Hours in accordance with the severity levels and response times set out in the Statement of Work.

7.4 Client Materials:

7.4.1 the Client shall be responsible for the accuracy and completeness of the Client Materials which are hosted by Amodal;

7.4.2 the Client shall ensure that the Client Materials do not contain any unlawful, unethical or offensive content.

8 NON-SOLICITATION AND EMPLOYMENT

8.1 The Client shall not, without the prior written consent of Amodal, at any time from the date on which any Works commence to the expiry of six (6) months after the completion of such Works, solicit or entice away from Amodal or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Amodal in the provision of such Works.

8.2 Any consent given by Amodal in accordance with **clause 8.1** shall be subject to the Client paying to Amodal a sum equivalent to 20% of the then current annual remuneration of Amodal's employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Client to that employee, consultant or subcontractor.

9 CHANGE CONTROL

9.1 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:

9.1.1 the Works;

9.1.2 the SoW Charges;

9.1.3 the timetable for the Works; and

9.1.4 any of the other terms of the relevant Statement of Work.

9.2 If Amodal wishes to make a change to the Works it shall provide a draft Change Order to the Client.

9.3 If the Client wishes to make a change to the Works:

9.3.1 it shall notify Amodal and provide as much detail as Amodal reasonably requires of the proposed changes, including the timing of the proposed change; and

9.3.2 Amodal shall, as soon as reasonably practicable after receiving the information at **clause 9.3.1**, provide a draft Change Order to the Client.

9.4 If the parties:

- 9.4.1 agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Statement of Work; or
- 9.4.2 are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in **clause 30 (Dispute Resolution)**.

10 CHARGES AND PAYMENT

- 10.1 In consideration of the provision of the Works by Amodal, the Client shall pay the SoW Charges.
- 10.2 Where the SoW Charges are calculated on a time and materials basis:
 - 10.2.1 Amodal's daily fee rates for each individual person as set out in **Schedule 3 (Reference Charges and Payment)** are calculated on the basis of an eight (8) hour day, worked during Business Hours;
 - 10.2.2 Amodal shall be entitled to charge an additional overtime rate of 50% of the daily fee rate set out in **Schedule 3 (Reference Charges and Payment)** on a pro rata basis for any time worked by individuals whom it engages on the Works outside Business Hours; and
- 10.3 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.
- 10.4 The SoW Charges exclude the following, which shall be payable by the Client monthly in arrears, following submission of an appropriate invoice:
 - 10.4.1 the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Amodal engages in connection with the Works; and
 - 10.4.2 the cost to Amodal of any materials or services procured by Amodal 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 Client in advance from time to time.
- 10.5 Amodal 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 Average Weekly Earnings Index (as published by the Office for National Statistics) in the preceding twelve (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 Average Weekly Earnings Index.
- 10.6 Any increase in the Reference Charges shall affect:
 - 10.6.1 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
 - 10.6.2 the calculation of the SoW Charges for Statements of Work entered into after the date the increase takes effect.
- 10.7 Amodal shall invoice the Client 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, Amodal shall invoice the Client at the end of each month for Works performed during that month.

10.8 The Client shall pay each invoice submitted to it by Amodal within thirty (30) days of receipt to a bank account nominated in writing by Amodal from time to time.

10.9 Without prejudice to any other right or remedy that it may have, if the Client fails to pay Amodal any sum due under this Agreement on the due date:

10.9.1 the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. 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

10.9.2 Amodal may suspend part or all of the Works until payment has been made in full.

10.10 All sums payable to Amodal under this Agreement:

10.10.1 are exclusive of VAT, and the Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

10.10.2 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).

11 INTELLECTUAL PROPERTY RIGHTS

11.1 In relation to the Software:

11.1.1 Amodal and its licensors shall retain ownership of all IPRs in the Software, Modifications and any Maintenance Releases and the Client shall have no rights in or to the Software, Modifications or Maintenance Releases other than the right to use in accordance with the terms of this Agreement; and

11.1.2 Amodal grants the Client the right to use the Software only as set out in Clause 6.

11.2 In relation to the Deliverables:

11.2.1 Amodal and its licensors shall retain ownership of all IPRs in the Deliverables, excluding the Client Materials;

11.2.2 Amodal grants the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this Agreement to copy and modify the Deliverables (excluding the Client Materials) for the purpose of receiving and using the Works and the Deliverables in its business; and

11.2.3 the Client shall not sub-license, assign or otherwise transfer the rights granted in **clause 11.2.2**.

11.3 In relation to the Common Data Environment, the Client:

11.3.1 and its licensors shall retain ownership of all IPRs in the Common Data Environment; and

- 11.3.2 grants to Amodal a fully paid-up, non-exclusive, royalty-free, non-transferable licence to access (including administrative access), use, copy and modify the Common Data Environment for the term of this Agreement for the purpose of providing the Works to the Client.
- 11.4 In relation to the Client Materials, the Client:
- 11.4.1 and its licensors shall retain ownership of all IPRs in the Client Materials; and
- 11.4.2 grants to Amodal a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of this Agreement for the purpose of providing the Works to the Client.
- 11.5 Amodal:
- 11.5.1 warrants that the receipt and use of the Software, Works and the Deliverables by the Client shall not infringe the rights, including any Intellectual Property Rights, of any third party;
- 11.5.2 shall, subject to **clause 15.3**, indemnify the Client against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all other reasonable professional costs and expenses) suffered or incurred or paid by the Client arising out of or in connection with any claim brought against the Client for actual or alleged infringement of a third parties Intellectual Property Rights arising out of, or in connection with, the receipt, use of the Software, Works and Deliverables;
- 11.5.3 shall not be in breach of the warranty at **clause 11.5.1**, and the Client shall have no claim under the indemnity at **clause 11.5.2** to the extent the infringement arises from:
- a) the use of the Common Data Environment and/or the Client Materials in the development of, or the inclusion of the Common Data Environment and/or Client Materials in, the Works or any Deliverable;
 - b) any modification of the Software, Works or any Deliverable, other than by or on behalf of Amodal; or
 - c) compliance with the Client's specifications or instructions.
- 11.6 The Client:
- 11.6.1 warrants that the receipt and use in the performance of this Agreement by Amodal, its agents, subcontractors or consultants of the Common Data Environment and the Client Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
- 11.6.2 shall indemnify Amodal against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred or paid by Amodal arising out of or in connection with any claim brought against Amodal, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection

with, the receipt or use in the performance of this Agreement of the Common Data Environment and/or the Client Materials.

- 11.7 If either party (the “**Indemnifying Party**”) is required to indemnify the other party (the “**Indemnified Party**”) under this clause 10, the Indemnified Party shall:
- 11.7.1 notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at **clause 11.5.1** or **clause 11.6.2** (as applicable) (“**IPRs Claim**”);
 - 11.7.2 allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
 - 11.7.3 provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
 - 11.7.4 not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

12 COMPLIANCE WITH LAWS AND POLICIES

- 12.1 11.1 In performing its obligations under this Agreement, Amodal shall comply with:
- 12.1.1 the Applicable Laws; and
 - 12.1.2 the Mandatory Policies, provided that the Client shall give Amodal not less than three (3) months' notice of any change to such policies.
- 12.2 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 9 (Change Control)**.

13 DATA PROTECTION

- 13.1 The Client shall not oblige Amodal to process personal data in connection with this Agreement or any Statement of Work. If Amodal does in fact process personal data in connection with this Agreement or any Statement of Work then this **clause 13 (Data Protection)** shall apply.
- 13.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This **clause 13 (Data Protection)** is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 13.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and Amodal is the processor.
- 13.4 The parties shall agree and set out the scope, nature and purpose of processing by Amodal, the duration of the processing and the types of personal data and categories of data subject in the Statement of Work.

- 13.5 Without prejudice to the generality of **clause 13.2**, the Client will ensure that it:
- 13.5.1 has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Amodal for the duration and purposes of this Agreement and any Statement of Work;
 - 13.5.2 ensure that the description of processing at all times accurately reflects Amodal's processing of personal data as processor in relation to the Services;
 - 13.5.3 be and remain solely responsible for determining the legal basis and conditions for the processing of all personal data under this Agreement;
 - 13.5.4 will indemnify Amodal against all liabilities arising out of or in connection with any breach by Client of any terms of this clause 14.5.
- 13.6 Without prejudice to the generality of **clause 13.2**, Amodal shall, in relation to any personal data processed in connection with the performance by Amodal of its obligations under this Agreement:
- 13.6.1 only process personal data in accordance Client documented instructions from time to time except to the extent necessary to comply with applicable law. For the avoidance of doubt, the provisions of this Agreement are not instructions for the purposes of this clause;
 - 13.6.2 notwithstanding clause 14.6.1, have no obligation to comply (nor any liability for non-compliance) with any of Client instructions which will or are likely to (in Amodal's opinion):
 - a. vary the provisions of this Agreement;
 - b. be inconsistent with the description of processing;
 - c. breach any Data Protection Laws,
 and shall notify Client in writing of the same.
 - 13.6.3 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 13.6.4 without prejudice to **clause 14 (Confidentiality)**, ensure that all personnel who have access to or process personal data are obliged to keep the personal data confidential; and
 - 13.6.5 not transfer any personal data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

- a) the Client or Amodal has provided appropriate safeguards in relation to the transfer;
 - b) the data subject has enforceable rights and effective legal remedies;
 - c) Amodal complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred such as entering into Standard Contractual Clauses prior to any transfer; and
 - d) Amodal complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data;
- 13.6.6 assist the Client, at the Client's cost, 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;
- 13.6.7 notify the Client without undue delay on becoming aware of a personal data breach;
- 13.6.8 without prejudice to **clause 17 (Survival)**, at the written direction of the Client, delete or return personal data and copies to the Client on termination or expiry of the agreement unless required by Applicable Law to store the personal data; and
- 13.6.9 maintain complete and accurate records and information to demonstrate its compliance with this **clause 13 (Data Protection)** and allow for audits by the Client or the Client's designated auditor of such records and information and immediately inform the Client if, in the opinion of Amodal, an instruction infringes the Data Protection Legislation.
- 13.7 Without prejudice to **clause 19 (Assignment and Other Dealings)**, the Client consents to Amodal appointing a third party processor of personal data under this Agreement ("**Sub-Processor**") if:
- 13.7.1 the Client is provided with an opportunity to object to the appointment of each Sub-Processor within ten (10) Business Days after Amodal supplies the Client with full details regarding such Sub-Processor; and
 - 13.7.2 Amodal enters into a written agreement with the Sub-Processor incorporating terms which are substantially similar to those set out in this **clause 13 (Data Protection)** and which Amodal undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation.
- 13.8 Those Sub-Processors approved as at the commencement of this Agreement are set out in **Schedule 5 (Sub-Processors)**.
- 13.9 As between the Client and Amodal, Amodal shall remain fully liable for all acts or omissions of any Sub-Processor appointed by it pursuant to this **clause 13 (Data Protection)**.

14 CONFIDENTIALITY

- 14.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of two (2) years after termination or expiry of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by **clause 14.2.1**.

- 14.2 Each party may disclose the other party's confidential information:
- 14.2.1 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 14 (Confidentiality)**; and
 - 14.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3 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.
- 15 LIMITATION OF LIABILITY**
- 15.1 **Scope of this clause.** References to liability in this **clause 15 (Limitation of Liability)** include every kind of liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 15.2 **Liabilities which cannot legally be limited.** Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:
- 15.2.1 death or personal injury caused by negligence;
 - 15.2.2 fraud or fraudulent misrepresentation.
- 15.3 **Cap on Amodal's liability.** Subject to **clause 15.2**, Amodal's total liability to the Client shall not exceed £1,000,000 (One Million Pounds).
- 15.4 **Specific heads of excluded loss.** Subject to **clause 15.2**, this **clause 15.4** specifies the types of losses that are excluded:
- 15.4.1 loss of profits;
 - 15.4.2 loss of sales or business;
 - 15.4.3 loss of agreements or contracts;
 - 15.4.4 loss of anticipated savings;
 - 15.4.5 loss of use or corruption of software, data or information;
 - 15.4.6 loss of or damage to goodwill; and
 - 15.4.7 indirect or consequential loss.
- 15.5 **Exclusion of statutory implied terms.** Amodal has given commitments as to compliance of the Works with relevant specifications in **clause 4 (Amodal's Responsibilities)**. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

- 15.6 **No liability for claims not notified within six (6) months.** Unless the Client notifies Amodal that it intends to make a claim in respect of an event within the notice period, Amodal shall have no liability for that event. The notice period for an event shall start on the day on which the Client became, or ought reasonably to have become, aware of the event having occurred and shall expire six (6) months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

16 TERMINATION

- 16.1 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:

- 16.1.1 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 fourteen (14) days after being notified in writing to do so;
- 16.1.2 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;
- 16.1.3 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;
- 16.1.4 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;
- 16.1.5 the other party applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;
- 16.1.6 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;
- 16.1.7 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);
- 16.1.8 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;
- 16.1.9 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;

- 16.1.10 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 fourteen (14) days;
- 16.1.11 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 16.1.3** to clause **16.1.10** (inclusive);
- 16.1.12 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- 16.1.13 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.
- 16.2 Without affecting any other right or remedy available to it, Amodal may terminate this Agreement with immediate effect by giving written notice to the Client if:
 - 16.2.1 the Client fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment; or
 - 16.2.2 there is a change of Control of the Client.
- 16.3 On termination of this Agreement in accordance with this clause 16, all existing Statements at Work shall terminate automatically.
- 17 OBLIGATIONS ON TERMINATION AND SURVIVAL**
 - 17.1 Obligations on termination or expiry**
 - 17.2 On termination or expiry of this Agreement:
 - 17.2.1 the Client shall immediately pay to Amodal all of Amodal's outstanding unpaid invoices and interest and, in respect of the Works supplied but for which no invoice has been submitted, Amodal may submit an invoice, which shall be payable immediately on receipt;
 - 17.2.2 Amodal shall on request return any of the Client Materials not used up in the provision of the Works;
 - 17.2.3 all rights granted to the Client under this Agreement shall cease; and
 - 17.2.4 the Client shall immediately destroy or return to Amodal (at Amodal's option) all copies of the Software in its possession, custody or control.
 - 17.3 Survival**
 - 17.3.1 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.
 - 17.3.2 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.

18 FORCE MAJEURE

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

18.1.1 acts of God, flood, drought, earthquake or other natural disaster;

18.1.2 epidemic or pandemic, including any event or circumstance arising out of or in connection with an outbreak of Coronavirus (2019-nCoV), whether within a party's control or not, including any law or any action taken by a government or public authority in relation to such outbreak;

18.1.3 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;

18.1.4 nuclear, chemical or biological contamination or sonic boom;

18.1.5 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;

18.1.6 collapse of buildings, fire, explosion or accident;

18.1.7 any labour or trade dispute, strikes, industrial action or lockouts;

18.1.8 non-performance by suppliers or subcontractors;

18.1.9 interruption or failure of utility service; and

18.1.10 any event or circumstance arising out of or in connection with the United Kingdom's withdrawal from the European Union.

18.2 Provided it has complied with **clause 18.4**, 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.

18.3 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.

18.4 The Affected Party shall:

18.4.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than seven (7) days from its start, 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

18.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

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

18.6 Nothing in this **clause 18 (Force Majeure)** shall limit, suspend or delay the Client's payment obligations under this Agreement.

19 ASSIGNMENT AND OTHER DEALINGS

19.1 Unless with the prior approval in writing of Amodal, the Client 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. Amodal shall not unreasonably refuse a request for this Agreement to be novated by the Client to any new or replacement owner of the underlying property or asset the subject of the Works.

19.2 Amodal may at any time assign, mortgage, charge, delegate, sub-contract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement. In the event that Amodal uses subcontractors to perform any of the services provided to the Client, Amodal shall remain liable for its subcontractors as if it were Amodal performing the services.

20 VARIATION

20.1 Subject to **clause 9 (Change Control)**, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21 WAIVER

21.1 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.

21.2 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.

22 RIGHTS AND REMEDIES

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

23 SEVERANCE

23.1 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.

23.2 If any provision or part-provision of this Agreement is deemed deleted under **clause 23.1** 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.

24 ENTIRE AGREEMENT

24.1 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.

24.2 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.

25 CONFLICT

25.1 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.

26 NO PARTNERSHIP OR AGENCY

26.1 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.

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

27 THIRD PARTY RIGHTS

27.1 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.

27.2 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

28 NOTICES

28.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:

28.1.1 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

28.1.2 sent by email to:

a) Amodal: [INSERT AMODAL EMAIL ADDRESS].

b) Client: [INSERT CLIENT EMAIL ADDRESS].

28.2 Any notice or communication shall be deemed to have been received:

28.2.1 if delivered by hand, at the time the notice is left at the proper address;

28.2.2 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

28.2.3 if sent if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

28.3 This **clause 28** 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.

29 COUNTERPARTS

29.1 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.

29.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

30 DISPUTE RESOLUTION

30.1 The parties shall procure that the relevant managers shall meet and use their reasonable endeavours to resolve any Dispute. If the Dispute is not resolved between the managers within ten (10) Business Days of receipt of a written request from either party ("**Dispute Notice**"), the Dispute shall be referred to a senior executive from each of the parties. If the Dispute is not resolved within ten (10) Business Days from the date of receipt of the Dispute Notice, either party may by written notice to the other refer the matter to the Managing Director of Amodal and the relevant director of the Client.

30.2 Save in relation to injunctive relief, neither party may commence any court proceedings in relation to any Dispute until it has attempted to settle the Dispute in accordance with **clause 30.1**.

30.3 If and to the extent that the parties do not resolve the Dispute or any related issue within twenty (20) Business Days of it being referred to the Managing Director of Amodal and the relevant director of the Client in accordance with **clause 30.1**, either party may commence court proceedings in respect of such unresolved Dispute or issue.

31 GOVERNING LAW

This Agreement and any Dispute shall be governed by and construed in accordance with the law of England and Wales.

32 JURISDICTION

32.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute.

32.2 Notwithstanding **clause 32.1** above, in the event that the Client's registered office and/or principal place of business is outside the United Kingdom, any Dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with those Rules. The seat of arbitration will be London and the language of the arbitration will be English.

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

Schedule 1**Available Services****1. Common Data Environment Management**

- a. Support
- b. Training
- c. Governance and Auditing
- d. Analytics and Reporting
- e. System Administration

2. Common Data Environment Enhancement

- a. Audit and Recommendations
- b. Alignment to Standards
- c. People Change Management
- d. Process Enhancement
- e. Technology Enhancement
- f. Technology Integration

3. Common Data Environment Procurement

- a. Business Requirements
- b. Case for Change
- c. Vendor Peer Reviews
- d. Vendor Recommendation
- e. Technology Implementation Plan
- f. People Change Management Approach

4. Software and Software development

- a. [to include details and options]

5. Hosting Services

- a. [to include details and options]

6. Support Services

- a. [to include details and options]

Schedule 2

Template Statement of Work

[Introduction (to be completed for each Statement of Work)]: This is a Statement of Work in accordance with and subject to the terms of the Framework Agreement for Information Management Services entered into between **Amodal Limited**, a company incorporated in England and Wales (company number 12496962) whose registered office is at Victoria House, 88 The Causeway, Maldon, CM9 4LL (**"Amodal"**); and [] (**"Client"**) dated []

1. Works:

[LIST OUT ALL THE WORKS TO BE PROVIDED UNDER THIS STATEMENT OF WORK. THE WORKS SHOULD BE FROM THE LIST OF AVAILABLE SERVICES IN SCHEDULE 1].

2. Client's manager and Amodal'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].

4. Client Materials:

[LIST OUT THE CLIENT MATERIALS].

5. Client Equipment:

[LIST OUT THE CLIENT EQUIPMENT].

6. Timetable:

[SET OUT THE TIMETABLE FOR PERFORMING THE WORKS].

7. Software:

[SET OUT THE TIMETABLE FOR PERFORMING THE WORKS].

8. Hosting

[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].

13. Processing by Amodal

Categories of personal data to be processed:

[SET OUT DETAILS].

Categories of data subjects:

[SET OUT DETAILS].

Description of the nature and method of processing:

[SET OUT DETAILS].

Location of processing:

[SET OUT DETAILS].

Purpose of processing:

[SET OUT DETAILS].

Duration of processing (including storage of personal data):

[SET OUT DETAILS].

Signed by [INSERT NAME OF DIRECTOR] for and on behalf of **AMODAL LIMITED**

.....

Director

Dated:.....

Signed by [INSERT NAME OF DIRECTOR] for and on behalf of [INSERT NAME OF CLIENT]

.....

Director

Dated:.....

Schedule 3**Reference Charges and payment terms****Fixed price:**

[INSERT PRE-AGREED PRICES FOR PARTICULAR SERVICES OR METHOD OF CALCULATING FIXED PRICE]

Software licence fee:

[TO INCLUDE]

Annual hosting fee:

[TO INCLUDE]

Time and materials:**Daily rates:**

[INSERT DAILY RATES FOR MEMBERS OF AMODAL'S TEAM]

Weekend/overtime rates:

[INSERT WEEKEND/OVERTIME RATES OF MEMBERS OF AMODAL'S TEAM]

Additional charges:

The following materials and services procured from third parties shall be invoiced to the Client in addition to the Charges:

[INSERT DETAILS OF THIRD PARTY MATERIALS AND SERVICES TO BE CHARGED IN ADDITION TO THE CHARGES]

Payment terms:

[INSERT PAYMENT TERMS FOR PARTICULAR SERVICES]

Schedule 4**Mandatory Policies**

The Mandatory Policies are:

- [Modern Slavery and Human Trafficking Policy].
- [Corporate and Social Responsibility Policy].
- [Data and Privacy Policy].
- [Ethics and Anti-Bribery Policy].
- [Expenses Policy].
- [Health and Safety Policy].
- [Security Policy].

Schedule 5

Sub-Processors

[INSERT NAMES AND DETAILS OF SUB-PROCESSORS]

Schedule 6

Competitors

Signed by [INSERT NAME OF DIRECTOR] for and on behalf of **AMODAL LIMITED**

.....

Director

Signed by [INSERT NAME OF DIRECTOR] for and on behalf of [INSERT NAME OF CLIENT]

.....

Director