Framework Agreement for Services

Dated 2026

Be-IT Projects Limited

Contents

Framework Agreement

Dated **2021**

Between

(1) **[<>] Limited**, incorporated and registered in <> with company number <> whose registered office is at <> (**Client**); and

(2) **Be-IT Projects Limited**, a company incorporated in Scotland (company number SC660254) and whose registered office is at 4 Queen Street, Edinburgh, Scotland, EH2 1JE (**Supplier**);

together the **Parties** and each a **Party**.

Recitals

A Client may require, and the Supplier has agreed to provide(where requested), services, initially in connection with the development of [ ] (known as "Project [X]") to be used by Client and other Affiliates within the Client Group, and subsequently for other projects where agreed between the Parties.

B The contractual structure relating to this Framework Agreement will allow for individual Statements of Work to be agreed between the Parties for each phase of activity with such phases to be agreed between the Parties during the course of the relevant programme, as further set out in Clause 2 of this Framework Agreement.

C The Parties acknowledge that Client requires the integration of a number of its own personnel into the programme relating to Project [X] (and potentially for other projects) in order to develop their knowledge and expertise in the platform so that they are capable of providing its ongoing support once live and that as such the Supplier will need to allow for the utilisation of Client resource within its programme team.

It is agreed:

1 Definitions

1.1 In this Framework Agreement the expressions which follow are given these meanings unless the context in which they are used requires a different meaning.

Acceptance Criteria means, for each Deliverable, the acceptance criteria for that Deliverable Type as set out within Schedule 4 (Acceptances), and if applicable, as further defined in a relevant Statement of Work.

Acceptance Form means the monthly acceptance form issued by the Supplier as described in Schedule 4 (Acceptances), Paragraph 3.1.

Acceptance Procedure means, the procedure to be followed in order to achieve Acceptance of any Deliverable as set out in Schedule 4 (Acceptances), and, if applicable, as further defined in a relevant Statement of Work.

Accepted means, in relation to any Deliverable, the Acceptance Criteria being met in respect of such Deliverable and Acceptance shall be construed accordingly.

Additional Activity Approval Process means the process by which the Supplier can obtain approval from Client for additional activity to be carried out in relation to a particular Statement of Work up to the value of £[ ] prior to ratification at a Work Order Management Meeting, as set out in Paragraph 4 of Schedule 2 (Change Control Process

Affiliate means, any subsidiary or parent company of Client and any subsidiary of any such parent company, in each case from time to time, or any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, Client from time to time.

Agents has the meaning set out in Clause 16.1.2(a).

Agreed Limit means £[ ] for each individual Statement of Work

Applicable Law means any of the following:

(a) any and all laws, statutes, regulations, directives and codes of conduct, by-law ordinance, or subordinate legislation in each case which have legal effect, whether local, national, international or otherwise existing from time to time to which a Party is subject and/or in any jurisdiction the Services are provided to or in respect of;

(b) any other similar instrument which is legally binding;

(c) the common law and the law of equity as applicable to the Parties from time to time;

(d) any applicable binding court order, judgement or decree;

(e) any applicable compulsory industry code, policy or standard; and

(f) any applicable direction, policy, rule or order that is given by a Regulator, in any jurisdiction whether local, national, international or otherwise applicable to the relevant Statement of Work, or Framework Agreement, each as in force, or as may be amended, from time to time, which are applicable to the Parties (or any Affiliate) and/or to which the Parties (or any Affiliate) are subject;

and including the coming into effect, repeal, amendment or variation of any of the above after the Framework Agreement Start Date.

Approved Additional Activity means any activity approved by the Nominated Client Representative in accordance with the Additional Activity Approval Process at Paragraph 4 of Schedule 2 (Change Control Process).

Approved Additional Activity Costs means any Charges properly incurred on a time and materials basis applying the Rate Card in respect of Approved Additional Activity.

Approved Sub-contractor means those material sub-contractors undertaking a significant and material element of the Services approved from time to time by Client other than those sub-contractors who Client agrees can be included as Supplier Personnel.

Auditor means Client and/ or its agents (including any statutory or regulatory auditors to Client).

Background IPR means, in respect of each party any and all IPRs that are owned by or licensed to that Party (other than any IPR licensed to such Party under this Framework Agreement) and which are or have been developed independently of this Framework Agreement or any Services or Deliverables (whether prior to the Framework Agreement Start Date or otherwise).

Business Continuity Plan means the business continuity plan set out in Schedule 6 (Business Continuity Plan).

Business Day means a day other than a Saturday, Sunday or a bank holiday in [Scotland/England].

Change means any change to the terms of this Framework Agreement or any Statement of Work including in relation to the scope, nature or execution of any Services, Deliverables, Delivery Dates, Charges or otherwise.

Change Control Note means any proposal to implement a requested or required Change prepared in accordance with Paragraph 3 of Schedule 2 (Change Control Process) using the template set out in Appendix 2 (Template Contract Change Note) or such other form as agreed between the Parties.

Change Control Process means the Change Control Process set out in Schedule 2 (Change Control Process).

Change of Control means, in respect of any Party, that a person which controls that Party ceases to do so and/or another person acquires Control of that Party, but does not occur in the circumstances of an intra-group reorganisation where the ultimate beneficial owners of the group remain materially the same, and for these purposes Control has the meaning set out in this Clause 1.

Charges means the charges payable by Client to the Supplier in accordance with this Framework Agreement and any Statement of Work as set out in Paragraph 1.1 of Schedule 1 (Charging and Payment), namely:

(a) any charges properly incurred on a time and materials basis applying the Rate Card in respect of agreed activity undertaken by agreed roles in respect of a Statement of Work, up to the value of the Statement of Work Limit, as applicable, including Programme Management;

(b) any External Costs; and

(c) the Approved Additional Activity Costs.

Claim has the meaning set out in Clause **Error! Reference source not found.**.

Client Agent means any Client Affiliate and any agents, contractors, sub-contractors or Suppliers of Client or any Affiliate involved in the provision or receipt of the Services on behalf of Client.

Client Customer Data means any customer data provided by Client or any Affiliate to the Supplier, Supplier Personnel or an Approved Sub-Contractor including all types of personal data and the categories of data subjects and type/purpose of data processing set out in Schedule 10 (Data Protection).

Client Data means all data which is supplied or in respect of which access is granted to the Supplier by or on behalf of Client or Affiliate under or in connection with this Framework Agreement or a Statement of Work (whether before or after the Framework Agreement Start Date) including the Client Customer Data.

Client Entity has the meaning set out in Clause 21.4.

Client Group means Client together with each Affiliate of Client from time to time.

Client IPR means:

a) the Services IPR,

b) Client's Background IPR,

c) any Intellectual Property Rights in the Client Data and the Client Materials, and

d) any other IPR created by the Supplier or any Supplier Personnel at any time pursuant to this Framework Agreement or any Statement of Work or in the course of providing any Services

together with all Intellectual Property Rights provided at any time by Client or any Client Agent (or in either case, on their behalf) to the Supplier, any Supplier Group Company or any Supplier Personnel under or in connection with this Framework Agreement all as the same may be modified or enhanced from time to time and any derivatives of the same, and/or any modifications to Client IPR.

Client's IT System means Client's computing environment consisting of hardware, firmware, equipment, software, data, databases, database structures and associated processes and other electronic, computer and telecommunications devices and equipment (including related cabling) controlled, owned or used under licence by or leased, hired or licensed to Client and provided by and or integrated by Client and used by Client or the Supplier or the Supplier Personnel in relation to the Services and the fulfilment of the Deliverables including the Client IPR, Third Party IPR and Client Materials.

Client Materials means any Materials provided to the Supplier or to any Group Company of the Supplier by Client or its Affiliates in relation to the performance of the Services and:

(a) owned by a Client Party or licenced by a Client Party from third parties at the Framework Agreement Start Date;

(b) acquired or licenced by a Client Party from third parties after the Framework Agreement Start Date; or

(c) developed by Client before or after the Framework Agreement Start Date,

as such Materials may be modified or enhanced from time to time and any derivatives of such Materials.

Client Obligations shall mean all obligations of Client under or in respect of any Statement of Work or this Framework Agreement and shall include the Client Work Order Obligations.

Client Party means Client or any Client Group member, and its or their directors, officers, employees, former employees, and workmen in relation to this Framework Agreement or any Statement of Work or its subject matter, and **Client Parties** shall be construed accordingly.

Client Sites means those premises or parts of premises from where the Client Group carries on its business.

Client Work Order Obligations means, for any Statement of Work, the obligations of Client related to specific Deliverables and Services as detailed in the relevant Client Work Order Obligations Schedule of such relevant Statement of Work.

Client Work Order Obligations Schedule means, for any Statement of Work, the table of Client Work Order Obligations in relation to specified Deliverables, as set out in Appendix 2 to the applicable Statement of Work headed "Client Work Order Obligations Schedule".

Confidential Information means all information and ideas of any kind relating to a Party (or any member of the Client Group) that the other Party obtains, receives or has access to as a result of the discussions leading up to or the entering into or performance of this Framework Agreement or any Statement of Work, whether commercial, technical, financial, operational or otherwise, and whether communicated verbally, in writing or in any other form and whether or not expressly stated to be confidential together with all information derived from such information and including all information designated as confidential or commercially sensitive or which ought reasonably to be considered confidential or commercially sensitive including but not limited to information relating to a Party's (in respect of Client to include any member of Client Group) business, products, services, suppliers and customers including but not limited to collection strategies, letters, documents, processes, flowpaths, dealings and relationships with third parties, and prices of goods and services.

Consents means all permissions, consents, approvals, certificates, permits, licences, statutory agreements and authorisations required by Applicable Law, and all necessary consents and agreements from any third parties required for a Party to perform its obligations under the applicable Statement of Work.

Contract Year means the period of [twelve (12) months] commencing on the Framework Agreement Start Date and each subsequent period of [twelve (12) months] commencing on each anniversary of the Framework Agreement Start Date.

Control means: (a) the power (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise), to appoint and/or remove all or such of the members of the board of directors of a person as are able to cast a majority of the votes capable of being cast by the members of that board; or (b) the holding of (or possession of the beneficial interest in) shares or other securities in any person which in aggregate confer in the holders thereof in excess of fifty (50) per cent of the total voting rights exercisable at general meetings of that person.

Costs Claim means any claim by Client for the reimbursement of costs, losses or expenses incurred or suffered by Client, or Charges paid by Client which can be brought by Client in accordance with the process set out in Paragraphs 11.10 - 11.13 of Schedule 4 (Acceptances) as permitted by Paragraph 11.8 of Schedule 4 (Acceptances), and reflecting the matters set out in Paragraphs 11.9 of Schedule 4 (Acceptances).

Data Breach has the meaning set out in Clause 17.8.

Data Protection Legislation means all Applicable Laws relating to the processing, privacy and/or use of Personal Data, as applicable to the Supplier, Client and/or the Services , including in the United Kingdom, the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426, and any laws or regulations implementing Directive 2002/58/EC, the General Data Protection Regulation (EU) 2016/679 (GDPR) and the Data Protection Act 2018 and/or any corresponding or equivalent national laws or regulations, and in member states of the European Union (EU) or European Economic Area, the GDPR and ePrivacy Directive and all relevant EU and EEA member state laws or regulations giving effect to or corresponding with any of them and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a Party.

Defaulting Party has the meaning set out in Clause 22.1.1.

Defect Process means any defect process agreed between the Parties and specified in the relevant Statement of Work or as otherwise agreed in writing as applicable.

Delay has the meaning set out in Paragraph 11.4 of Schedule 4 (Acceptances).

Deliverables means any agreed deliverables to be fulfilled under any Statement of Work as specified and further defined in the Deliverables Schedule of the relevant Statement of Work, as amended from time to time in accordance with the Change Control Process.

Deliverables Schedule means, for any Statement of Work, the schedule of Deliverables set out in Appendix 1 to such Statement of Work substantially in the form set out in Appendix 1 of Schedule 5 (Statement of Work Pro Forma) (or as otherwise agreed between the Parties).

Deliverable Type means, for any Deliverable, the type or classification of such Deliverable, as identified in the applicable Deliverable Schedule under the heading "Deliverable Type".

Delivery Date(s) means for any Deliverable, the dates on which such Deliverable is due to be delivered by the Supplier, as specified in the applicable Deliverables Schedule as amended from time to time in accordance with the Change Control Process.

[Development Project means the overall Client project for services in connection with [ ] to be used by Client and other Affiliates within the Client Group known as Project [X] or any other overall development project to which an individual Statement of Work relate.]

Discloser has the meaning set out in Clause 16.1.

Disclosing Party shall have the meaning set out in Clause 8.3.

Dispute shall have the meaning set out in Clause 9.2.

Documentary Deliverable Acceptance Criteria means the Acceptance Criteria for the Documentary Deliverables, as applicable, as set out within Paragraph 4 of Schedule 4 (Acceptances).

Documentary Deliverables means the Deliverables identified as "Documentary" in the Deliverables Schedule in a Statement of Work under the column headed "Deliverable Type".

Employee Liabilities means all claims (made by any employee or former employee within the jurisdiction of an employment tribunal), including claims for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for sex, race or disability discrimination, claims for equal pay, compensation for less favourable treatment of part-time workers, and any claims (whether in tort, contract or statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equal Opportunities Commission, the Disability Rights Commission or the Commission for Racial Equality or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation), and any legal costs and expenses.

Escalation and Dispute Resolution Procedure means the escalation and dispute resolution procedure set out in Paragraph 1 of Part 3 to Schedule 3 (Governance).

Escalation before Dispute Resolution Procedure means the escalation before dispute resolution procedure set out in Paragraph 1.6 of Part 3 to Schedule 3 (Governance).

Exit Assistance Period has the meaning set out in Clause 24.3.

External Costs means any specific third party costs Client has agreed to pay, if any (excluding daily rate charges in respect of Supplier Personnel charged in accordance with the Rate Card), which are reasonable and documented, incurred by the Supplier in respect of the Services, as applicable, and which Client has specifically agreed in writing in advance will be payable by Client and where the amount of any such costs has been agreed in advance in writing.

Failure has the meaning set out in Paragraph 11.4 of Schedule 4 (Acceptances).

Framework Agreement means this Framework Agreement including its Schedules and Appendices.

Framework Agreement Signature Date means the date this Framework Agreement is signed by the last Party to enter into this Framework Agreement, as stated on the front cover of this Framework Agreement.

Framework Agreement Start Date means <DATE>.

Framework Term means the period during which this Framework Agreement remains in force as set out in Clause 5.2.

Fully Operational State has the meaning set out in Clause 17.4.1.

Good Industry Practice means that degree of skill, care, prudence, fidelity, foresight, operating systems and practice (without any element of fraud) which would ordinarily be expected of a skilled and experienced leading supplier of services of the same or a similar nature to the Services to a financial services customer in the United Kingdom.

Group Company means, in relation to a Party:

(a) any subsidiary of that Party;

(b) the holding company of that Party (if any); and

(c) any other subsidiary of that holding company;

and for these purposes the terms "**subsidiary**" and "**holding company**" each have the meaning given to them in section 1159 of the Companies Act 2006 and references to "**Group**" and "**Group Companies**" shall be construed accordingly

Input and Engagement Deliverable means a Deliverable identified as "Input and Engagement" in the Deliverables Schedule of a relevant Statement of Work under the heading "Deliverable Type".

Intellectual Property Rights or **IPR** means any right, title or interest in:

(a) patents, trade-marks, trade names, goodwill, registered designs, design rights, semiconductor topography rights, database rights, copyrights and other forms of intellectual or industrial property (in each case in any part of the world), whether or not registered or registrable for their full period of registration with all extensions, renewals and revivals, and including all applications for registration licences, permissions and consents or otherwise;

(b) inventions, formulae, confidential information, trade secrets (including know-how or secret processes);

(c) rights in computer software; and

(d) any similar or equivalent rights and assets which may now or in the future subsist anywhere in the world.

Materials means all data, databases, documentation, facilities, firmware, functionality, guides, instructions, manuals, methodologies, procedures, processes, reports, software, specifications, training and other material in whatever form.

Nominated Supplier Representative means for each Statement of Work the nominated representative of the Supplier in relation to such Statement of Work as identified in such Statement of Work as notified to Client from time to time.

Nominated Client Representative means for each Statement of Work, the nominated representative of Client as identified in such Statement of Work as otherwise notified to the Supplier from time to time.

Permitted Variations has the meaning set out in Clause 4.1 of this Framework Agreement.

Programme Lead means the individuals for each Party engaged in the active day to day management and oversight of delivery of the Framework Agreement and the underlying Services appointed pursuant to Part 1 of Schedule 3 (Governance) and "Programme Leads" means the Programme Leads of both the Supplier and Client.

Programme Management means programme management activity undertaken for the provision of the Services and/or the fulfilment of the Deliverables. Programme Management shall include but not be limited to oversight, engagement, planning, production of work plans, ensuring appropriate resources available and any other similar, or otherwise as agreed, all to be conducted in accordance with Good Industry Practice.

Project Plan means the plan describing the Services to be carried out and setting out the estimated timetable and responsibilities for the provision of the Services as agreed between the Parties.

Rate Card means the rate card set out in Schedule 1 (Charging and Payment), as in force from time to time and as amended through the Change Control Process.

Recipient has the meaning set out in Clause 16.1.

Rectification Plan means a rectification plan agreed in accordance with Paragraph 11.16.2 of Schedule 4 (Acceptances).

Regulation means, on and from 25 May 2018, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Regulator means the Financial Conduct Authority, Prudential Regulation Authority, the Bank of England, Banking Ombudsman, HM Revenue and Customs, the UK Information Commissioner's Office, the Financial Ombudsman Service and any other regulatory or quasi-regulatory, administrative, or taxation body or court or listing authority which regulates or governs Client.

Regulatory Change means any Change required as a result of Applicable Law or change in any Applicable Law affecting Client, the Supplier, any Services or the System.

Relationship Executive means the persons appointed in respect of the Supplier and Client pursuant to Part 1 of Schedule 3 (Governance) and "Relationship Executives" means the Relationship Executives of both the Supplier and Client.

Retention means an amount calculated as 2.5% of any Charges payable in respect of any Services, which shall be deducted from any invoice issued in respect of the Services.

Security Tests has the meaning set out in Clause 17.7.

Services means for any Statement of Work, the services undertaken in accordance with such Statement of Work including any activity approved in accordance with the Additional Activity Approval Process and including the undertaking of any Deliverables outlined within such Statement of Work, including Programme Management.

Services IPR means, all Intellectual Property Rights, works, inventions, data, work product, and other items created, conceived or reduced to practice pursuant to or arising in connection with any Statement of Work, or any other activity undertaken in accordance with this Framework Agreement, including all Deliverables and the Intellectual Property Rights therein, and any other IPR which relate to or arise out of the Services, whether such Intellectual Property Rights are created before or after the Framework Agreement Start Date, irrespective of whether such IPR was created with reference to either the Supplier's Background IPR, or Client IPR, as such Intellectual Property Rights may be modified or enhanced from time to time and any derivatives of the same.

Statement of Work means a contract executed by the Supplier and Client which states it is a Statement of Work and makes reference to this Framework Agreement, setting out details of particular Services to be provided and Deliverables to be undertaken and the terms that will apply to such Services, and which automatically incorporates the terms of this Framework Agreement by reference. For the avoidance of doubt, any reference in this Framework Agreement or in any Statement of Work to a "Statement of Work" shall be deemed to refer to such Statement of Work including the terms of this Framework Agreement which shall be incorporated in full into such Statement of Work, unless otherwise stated. The Parties intend that any Statement of Work will be substantially in the form set out in Schedule 5 (Statement of Work Pro Forma). Each Statement of Work is a separate independent standalone contract.

Statement of Work End Date means the date specified as the "Statement of Work End Date" in any Statement of Work.

Statement of Work Limit means, for any particular Statement of Work, and at any point in time, the maximum upper cap of total Charges payable in respect of such Statement of Work, as specified within the Statement of Work, as may be increased from time to time through the Change Control Process.

Statement of Work Signature Date means the date specified as the "Statement of Work Signature Date" in any Statement of Work, which will be the date the applicable Statement of Work was signed by the last Party.

Statement of Work Start Date means the date specified as the "Statement of Work Start Date" in any Statement of Work, which will be the date the Statement of Work is deemed to have come into effect irrespective of the Statement of Work Signature Date.

Supervisory Authority means any competent data protection or privacy authority in any jurisdiction in which Client is established, the Supplier provides the Services and/or in which the Supplier processes Client Customer Data.

Supplier Group Company means any Group Company of the Supplier together with their directors, officers, employees, former employees and workmen.

Supplier Personnel means the employees (and former employees, as appropriate), agents, staff, workers, consultants, contractors, sub-contractors, representatives and suppliers of the Supplier and any Supplier Group Company and their employees, agents, and staff involved, to any extent, in the provision of the Services.

Supplier Site means any building or location occupied or used by the Supplier for providing or supporting the provision of the Services and whether used exclusively in relation to the Services or not, but, so that there is no doubt, excluding any Client Sites.

System Deliverable Acceptance Criteria means the Acceptance Criteria for any System Deliverables, as set out within Paragraph 4 of Schedule 4 (Acceptances).

System Deliverables means, for any Statement of Work, the Deliverables identified as "System" in the Deliverables Schedule in a Statement of Work under the column headed "Deliverable Type".

Term means the term of any Statement of Work as specified in Clause 5.3.

Test Approach means the agreed test approach for any Testing Deliverables defining how testing will be implemented based on the project goals and objectives as well as the risk assessment and which shall form the starting point for test planning, or such other test approach as agreed between the Parties.

Testing Deliverables means the Deliverables identified as "Testing" in the Deliverables Schedule under the column headed "Deliverable Type".

Test Plan means the applicable test plan agreed between the Parties for the relevant phase of work.

Third Party IPR means any IPR owned by parties other than the Supplier or Client (or any Client Affiliate) contained within Client's IT System or the Deliverables or used by the Supplier to provide any part of the Services or the Deliverables.

Urgent Escalation before Dispute Resolution Procedure means the urgent escalation before dispute resolution procedure set out in Paragraph 1.7 of Part 3 of Schedule 3 (Governance).

VAT means value added tax chargeable under Applicable Laws at the applicable rate.

Work Order Management Meeting means the meetings held in accordance with Paragraph 4 of Part 2 of Schedule 3 (Governance).

1.2 This Framework Agreement and each Statement of Work will be interpreted in accordance with the following:

1.2.1 a reference to one gender includes a reference to the other gender;

1.2.2 words in the singular include the plural and in the plural include the singular;

1.2.3 a reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it;

1.2.4 except where a contrary intention appears, a reference to a Clause, schedule or annex is a reference to a Clause, schedule or annex to this Framework Agreement or the relevant Statement of Work, as applicable;

1.2.5 clause and schedule headings do not affect the interpretation of this Framework Agreement or any Statement of Work;

1.2.6 the schedules and appendices to this Framework Agreement and any Statement of Work, together with any documents referred to in such schedules, form an integral part of this Framework Agreement and any Statement of Work and any reference to this Framework Agreement or any Statement of Work means this Framework Agreement or any Statement of Work (as the case may be) together with the schedules, appendices and all documents referred to in them, and such amendments in writing as may subsequently be agreed between the Parties;

1.2.7 references in this Framework Agreement to “Clauses” and “Schedules” shall be deemed to be references to the relevant Clauses or Schedules in this Framework Agreement, rather than any Statement of Work, unless otherwise stated;

1.2.8 words importing persons shall, where the context so requires or admits, include individuals, firms, partnerships, authorities, corporations, governments, governmental bodies, agencies, unincorporated bodies of persons or associations and any organisations that have legal capacity;

1.2.9 words importing the singular only also include the plural and vice versa and words importing the masculine shall be construed as include the feminine or the neuter or vice versa;

1.2.10 references to any agreement or document include a reference to that agreement or document as amended, supplemented, substituted, novated or assigned;

1.2.11 references to any law are to be construed as reference to that law as from time to time amended or to any law from time to time replacing, extending, consolidating or amending the same;

1.2.12 references to either Party includes its successors and permitted assignees or transferees;

1.2.13 any reference to a **day** (including within the phrase Business Day) shall mean a period of 24 hours running from midnight to midnight;

1.2.14 the rule known as the ejusdem generis rule shall not apply and accordingly general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;

1.2.15 references to **include**, **including**, or **in particular** shall not be given a restrictive meaning and shall be interpreted without limitation; and

1.2.16 in this Framework Agreement the terms **personal data**, **data controller**, **data processor**, **processor**, **processing**, **data subject**, **international organisation** shall bear the meaning ascribed under the Data Protection Act 2018 or the Regulation (as applicable), and the term **process** shall be construed accordingly.

2 Overview of Contractual Structure

2.1 This Framework Agreement establishes the contractual framework for the supply of Services by the Supplier to Client in connection with the development of [ ] to be used by Client and potentially for other similar projects where agreed between the Parties.

2.2 The Parties acknowledge that the platform being developed in accordance with this contract for Client will be utilised by other Affiliates within the Client Group, and the

Services include any development required by Client to fulfil the specific requirements of such Affiliates and for the provision of services for such Affiliates.

2.3 This Framework Agreement comes into effect on the Framework Agreement Start Date but does not of itself constitute an agreement for the supply of any specific services.

2.4 To enter into a contract for the performance of any Services, Client and the Supplier will execute a Statement of Work in accordance with this Framework Agreement,. Each Statement of Work, will constitute a separate independent standalone contract for specific Services.

2.5 Each Statement of Work forms a separate and independent contract for the applicable Services and incorporates by reference the terms of this Framework Agreement, as supplemented and amended by the terms of the applicable Statement of Work.

2.6 Each Party shall bear its own costs in the production and negotiation of this Framework Agreement and in the production and negotiation of any Statement of Work.

3 General

3.1 Each Party warrants that as of the Framework Agreement Start Date, it has or shall have full capacity and authority to enter into and to perform this Framework Agreement, this Framework Agreement will be executed by a duly authorised representative of that Party, there are no actions, suits or proceedings or regulatory investigations pending, or, to that Party's knowledge, threatened against or affecting that Party before any court or administrative body that might affect the ability of that Party to meet and carry out its obligations under this Framework Agreement, and, once duly executed, this Framework Agreement will constitute its legal, valid and binding obligations.

4 Precedence of terms and permitted variations

4.1 The Parties anticipate that there may be circumstances where the Parties wish to vary the terms of this Framework Agreement as incorporated into a particular Statement of Work solely for the purposes of that Statement of Work. The Parties therefore agree that the terms of this Framework Agreement can be expressly varied for the purposes of a particular Statement of Work (a **Permitted Variation**) provided the Parties set out such variations in a section of such Statement of Work headed "Variations to the Framework Agreement for the purposes of this SOW (**Permitted Variations**) which makes express reference to this Clause 4.1. Except as set out above, the Parties shall not otherwise vary the terms of this Framework Agreement within any Statement of Work.

4.2 If there is any conflict between any provision of a Statement of Work (or the clauses, schedules or appendices of such Statement of Work) and the terms of this Framework

Agreement (or the clauses, schedules or appendices of such Framework Agreement), then the following order of priority will govern (prevailing document/provision first):

4.2.1 any Permitted Variations set out within a Statement of Work (for the purpose of the relevant Statement of Work only);

4.2.2 the clauses of this Framework Agreement;

4.2.3 the schedules to this Framework Agreement;

4.2.4 any Appendices to this Framework Agreement;

4.2.5 the Statement of Work (including its schedules and appendices) (excluding any Permitted Variations of such Statement of Work as set out in Clause 4.2.1 above);

4.2.6 any other documents incorporated by reference into the Framework Agreement; and

4.2.7 any other documents incorporated by reference into the Statement of Work.

5 Term

5.1 This Framework Agreement is executed by both Parties on the Framework Agreement Signature Date and will be deemed to have commenced and come into effect and shall be applicable from the Framework Agreement Start Date.

5.2 This Framework Agreement will commence on the Framework Agreement Start Date and will remain in force for three (3) years from the Framework Agreement Start Date and shall automatically continue thereafter unless and until terminated in accordance with the terms of this Framework Agreement (the **Framework Term**). Neither Client or the Supplier may enter into a Statement of Work that comes into effect after the Framework Term.

5.3 Each Statement of Work will come into effect or be deemed to have come into effect (as applicable) on the relevant Statement of Work Start Date and will remain in force until the Statement of Work End Date unless terminated earlier in accordance with its terms.

6 Performance Obligations

6.1 The Supplier shall provide the Services and deliver the Deliverables and perform its obligations in accordance with this Framework Agreement and the applicable Statement of Work.

6.2 Unless expressly stated to the contrary in any Statement of Work, each Party's obligations under, or in connection with such Statement of Work shall (to the extent applicable) include an obligation to procure that (in the case of the Supplier) the relevant Supplier Personnel, any relevant Supplier Group Company and any Approved Sub-Contractor or (in the case of Client) the relevant Client Agent, as applicable, do all things and undertakes all steps, tasks, activities and obligations necessary to enable proper performance of that obligation, and the Supplier shall be liable to Client for any of the same by such Supplier Personnel, Supplier Group Company and/or Approved

Sub-Contractor and Client shall be liable to the Supplier for any breach by a Client Agent.

6.3 The Supplier shall perform the Services and deliver the Deliverables:

6.3.1 in a good, safe and professional manner;

6.3.2 with all reasonable care, skill and diligence;

6.3.3 in accordance with Good Industry Practice;

6.3.4 in accordance with all Applicable Laws;

6.3.5 in accordance with any specific third party contractual obligations notified to it by Client (subject to Clause 6.5);

6.3.6 using Supplier Personnel who have the necessary qualifications and / or experience to competently provide the Services;

6.3.7 in a manner that is not, and is not likely to be, injurious to health;

6.3.8 in accordance with the provisions of the applicable Statement of Work and this Framework Agreement;

6.3.9 in accordance with any reasonable requirements of Client in relation to the Services ;

6.3.10 in accordance with all Client policies and procedures including in relation to internet and email use, health and safety, confidentiality and data protection to the extent relevant to the provision of the Services as notified to Supplier in advance, provided that Client shall give the Supplier advance notice of any change to such policies where it would be reasonably possible for Client to do so;

6.3.11 in accordance with any agreed Project Plan; and

6.3.12 in a timely manner to meet any Delivery Dates, timetable or other targets or project requirements for the progress or delivery of the Services as agreed between the Parties.

6.4 The Supplier shall not perform any specific activities, or Services which have not been approved in advance by Client, either by approval of the relevant Statement of Work or through alternative approvals where appropriate.

6.5 The Supplier will perform its obligations under any Statement of Work or under the Framework Agreement in accordance with all Applicable Laws.

6.6 The Supplier shall have the ability to perform the Services remotely or from alternative locations other than Client's premises unless Client requests the Services to be performed onsite, where reasonably required for the effective performance of the Services.

6.7 The Supplier shall follow the delivery planning process outlined in Schedule 3 (Governance) and shall adhere to the same to ensure appropriate agreement of priorities and deliverables across the course of the engagement. The Supplier shall act flexibly in re-arranging previously planned activities for any particular day where reasonably requested by Client in the event any key Client personnel are absent through illness or other unplanned reasons provided that reasonable notice is given to the Supplier.

6.8 In accordance with Clause 10.3, the Supplier can select and allocate Supplier Personnel to the performance of the Services however the Supplier shall use all reasonable endeavours to ensure any changes to Supplier Personnel are not to the detriment of the quality or ongoing delivery of the Services [and any Development Project] and shall notify Client in advance of any proposed or actual changes to the same, providing Client with the necessary Supplier Vetting Attestations in accordance with Clause 10.2, and shall ensure appropriate knowledge transfer where appropriate.

6.9 The Supplier shall, as part of its total quality management process in the performance of the Services, use all commercially reasonable endeavours to provide quality assurance through the identification and application of proven techniques and tools where the Supplier considers the same would be of benefit to Client, and shall implement a regular and continuing assessment of its provision of the Services (with reference to quality and performance) and shall prepare and submit to Client proposals and suggestions for the improvement of the Services from time to time during the duration of any applicable Statement of Work.

6.10 The Supplier shall and shall procure that all Supplier Personnel, comply with all obligations set out in this Framework Agreement and any Statement of Work and the Supplier shall be liable to Client for the acts of all Supplier Personnel and any Approved Sub-Contractor as if they were the acts or omissions of the Supplier.

6.11 In the event that the Supplier is unable to effectively progress with planned activities or Services at any time (e.g. on the basis of outstanding information or approvals from Client) the Supplier shall, and shall procure that the Supplier Personnel shall, notify and escalate immediately to Client, and liaise with and follow up with Client to ensure prompt resolution of the same. Client reserves the right to provide notification of suspension of the Services in the event that the planned work cannot be effectively delivered for any period due to the above.

6.12 Unless otherwise agreed between the parties, the Supplier will furnish and pay for all labour, materials, services, tools, equipment and other resources necessary to perform the Services in accordance with this Framework Agreement. In order to limit any information security risks and ensure appropriate protection for Client Data, Client IPR and Client Confidential Information, the Supplier confirms that the Services shall only be carried out by Supplier Personnel on [Client owned laptops and systems, and no Client Data, Client IPR, Client Confidential Information or Deliverables will be held, stored or transferred to or from any non Client owned systems or devices (including to any systems, devices or laptops owned by the Supplier or any Supplier Personnel) or to or from email accounts or addresses other than Client email accounts or Client email addresses].

6.13 The Supplier shall maintain for the duration of the Framework Term and whilst any Statement of Work is in force a knowledge base repository that shall consist of up to date policies, procedures, documentation, manuals and code relating to the Services and such a repository shall be updated on a regular basis.

6.14 The Supplier confirms that all of its liabilities, responsibilities and obligations pursuant to this Framework Agreement and any Statement of Work (including, without limitation, any that relate to Supplier Personnel), shall be fulfilled in compliance with all Applicable Laws.

7 Charges and Payment

7.1 Client shall pay the Supplier the Charges. The Supplier shall not be subject to any other charges or fees including, but not limited to, all other taxes, duties, royalties or levies, all of which shall be borne by the Supplier.

7.2 The Charges shall be payable in accordance with Schedule 1 (Charging and Payment). Client may not withhold payment of any of the Charges due because of any set-off, counter-claim, abatement, or other similar deduction.

8 Co-operation

8.1 The Supplier shall (and shall procure that all Supplier Personnel, Approved Sub-Contractors and, where applicable, Supplier Group Companies shall) co-ordinate and co-operate with Client and any Client Agents as well as other Supplier Personnel, as may be reasonably necessary to ensure the Services are provided in an efficient, effective and timely manner, including by:

8.1.1 providing to such parties (to the extent relevant), where authorised in writing (including by email) by Client, any reasonably required information, documents, items and other materials regarding the Services (including, where necessary, regarding the IT architecture or configuration; the Client IT System and its operating parameters and performance; any data or data mapping and architecture and processes within the Client IT System; and customer-facing process flows) as reasonably required by such parties in connection with the Services or activities they are performing or that a person with reasonable technical and commercial skills and expertise would find necessary to perform its Services;

8.1.2 providing reasonable assistance to those third parties required to perform their services;

8.1.3 agreeing on procedures with Client and those third parties for the division of responsibilities in relation to services and functions that may overlap between the Supplier and those parties;

8.1.4 to the extent reasonably requested by Client in good faith, meeting with those third parties to resolve any actual or potential issues that may arise from time to time; and

8.1.6 promptly notify Client of all relevant matters, in the reasonable opinion of the Supplier, that come to its attention that may materially affect the Services

8.2 Client shall co-operate with the Supplier and the Supplier Personnel as may be reasonably necessary in connection with the Services, to ensure the Supplier is able to provide the Services, in an efficient, effective and timely manner including by:

8.2.1 providing to such third parties (to the extent relevant) any reasonably required information and data relating to the Services that a person with reasonable technical and commercial skills and expertise would find necessary to perform its services;

8.2.2 providing all reasonable assistance to those third parties required to perform their services;

8.2.3 agreeing on procedures with the Supplier and those third parties for the division of responsibilities in relation to services and functions that may overlap between the Supplier and those parties;

8.2.4 to the extent reasonably requested by the Supplier, in good faith, meeting with those third parties to resolve any actual or potential issues that may arise from time to time;

8.2.5 provide in a timely manner, as reasonably agreed between the Parties in each instance such information, documents, items and other materials in any form required as the Supplier may reasonably request in relation to the Services; and

8.2.6 promptly notify the Supplier of all relevant matters, in the reasonable opinion of Client, that come to its attention that may materially affect the Services.

8.3 Neither Party (the **Disclosing Party**) shall be required to provide their Confidential Information to any third party under Clause 8.1 or Clause 8.2 unless either:

8.3.1 the other Party has confirmed it has entered into confidentiality provisions in respect of such information with the relevant third party equivalent to those set out in this Framework Agreement (in which case that Party will procure that such third party complies with these obligations of confidentiality and shall be liable to the Disclosing Party for any breach by any third party of such obligations of confidentiality); or

8.3.2 the Disclosing Party has entered into its own confidentiality agreement with the relevant third party.

8.4 If either Party's performance of its obligations under this Framework Agreement is prevented or delayed by any act or omission of the other Party, its agents, subcontractors, consultants or employees or any Group Company of such other Party in any circumstances where paragraphs 11.4-11.17 of Schedule 4 (Acceptance) do not apply, then, without prejudice to any other right or remedy it may have, that Party shall notify the other immediately and both Parties shall use all reasonable endeavours to mitigate the impact of the same and agree appropriate remedial action, which may include agreeing any necessary changes through the Change Control Process where appropriate, reflecting where appropriate an extension of time for the relevant Party to perform its obligations equal to the extent to which and the amount of time by which the other Party caused the delay according to the proportionate fault of each Party where appropriate. Each Party shall promptly notify and provide the other with full details of any actual, threatened or potential dispute that comes to that Party's attention, between the Supplier and/or the Supplier Personnel and Client and/or a Client Agent.

8.5 Where Client provides new or amended requirements to the Supplier at any time during the Framework Term, (**New Requirements**), and compliance with such requirements will have a material impact to the Supplier, the Supplier may request that the New

Requirements go through the Change Control Procedure before implementation to discuss the impact of the New Requirements on the Services.

9 Governance and Dispute Resolution

9.1 The Parties agree that they will comply with the governance structure as set out in Schedule 3 (Governance) in relation to governance of the Framework Agreement, any Statement of Work, or such other governance arrangements as required by Client.

9.2 Where a dispute arises relating to any aspect of the Framework Agreement or any Statement of Work, (a **Dispute**) the Parties agree to follow the Escalation and Dispute Resolution Procedure in Part 3 of Schedule 3 (Governance).

10 Supplier Personnel and TUPE

10.1 Only the Supplier and Supplier Personnel shall perform the Services, unless otherwise agreed between the Parties, unless Client consents to the use of any Approved Sub-Contractor pursuant to Clause 30. The Supplier shall at its own cost (unless expressly stated otherwise) procure that there shall at all times be sufficient number of Supplier Personnel as necessary to perform the Services and shall ensure that all Supplier Personnel engaged in the provision of the Services have the requisite level of skill, competence and / or experience to fulfil its obligations under any Statement of Work. The Supplier shall be liable to Client for all acts and omissions of the Supplier Personnel. The Parties acknowledge that nothing in this Framework Agreement shall render any of the Supplier Personnel an employee, agent or partner of Client and Client shall not be vicariously liable for any of the acts or omissions of the Supplier Personnel and the Supplier Personnel shall not be entitled to sign any document, pledge the credit of Client or enter into any contract or agreement or make any promise on behalf of Client without the prior consent of the Client board. Nothing in this Framework Agreement or any Statement of Work shall be construed as entitling the Supplier or the Supplier Personnel to receive the benefits (including but not limited to medical, life, accident or disability insurance, pensions, unemployment or workers compensation or profit sharing plans) received by employees of Client or requiring Client to pay, in respect of any Supplier Personnel, any income taxes or social security or related contributions.

10.2 The Supplier shall take all reasonable steps in accordance with Good Industry Practice to ensure the reliability of the Supplier Personnel and will ensure all such Supplier Personnel have reached the necessary standards before commencing performance of the Services. The Supplier shall complete an attestation for each member of the Supplier Personnel confirming the defined levels of screening have been successfully completed and the necessary standard met (as set out in Schedule 8 (Screening Requirements)) (each a **Vetting Attestation**) and shall provide such Vetting Attestation to Client before such member of the Supplier Personnel commences performance of the Services, unless otherwise agreed. In addition, Client may require the Supplier to provide all relevant Vetting Attestations on a monthly basis relating to Supplier Personnel who have begun performing the Services in the immediately preceding month, and shall provide copies of all Vetting Attestations to Client at any time on request. The Supplier shall keep full records of all vetting checks carried out on the Supplier Personnel, and shall provide Client with copies of the same on request. The Supplier shall also ensure all Supplier Personnel have received adequate training regarding data protection, confidentiality, information security, anti bribery and anti money laundering in accordance with any specific requirements of Client reasonably required to deliver the Services and comply with all reasonable standards of safety and

Client's health and safety procedures from time to time in force at any Client premises from where the Services are provided.

10.3 The Supplier shall use its reasonable endeavours to ensure continuity across the Supplier Personnel and shall provide Client with reasonable notice of any proposed changes to the Supplier Personnel used in the performance of the Services. Where the Parties disagree on the appointment or performance of any Supplier Personnel they should refer to the Escalation before Dispute Resolution Procedure.

10.4 During the Framework Term or any Term, neither Party will victimise, harass or discriminate against any personnel of the other Party or any applicant for employment with such other Party, including (without limitation) with respect to their gender, race, disability, age, religious belief, sexual orientation, fixed term or part time status. This provision applies, but is not limited to: employment, upgrading, work environment, demotion, transfer, recruitment, recruitment advertising, termination of employment, rates of pay or other forms of compensation and selection for training. Neither Party shall unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000, the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, and shall take all reasonable steps to ensure that all servants, employees or agents of each Party do not unlawfully discriminate in respect of the same. This Clause shall not in any way relieve either Party of its general obligations to comply with any legislative requirements in accordance with Clause 6.3.

10.5 The Supplier shall ensure all Supplier Personnel provide all reasonable assistance and supply all requested documents to Client and the Supplier will remain wholly responsible and liable to Client for the actions and omissions of the Supplier Personnel, so that any failure by such a member of the Supplier Personnel to comply with the applicable parts of this Framework Agreement or any Statement of Work will be treated as a breach of this Framework Agreement and/or Statement of Work by the Supplier. Any express requirement in terms of the other provisions of this Framework Agreement or a Statement of Work that the Supplier ensures compliance by the Supplier's Personnel with any of the terms of this Framework Agreement and/or Statement of Work is included for clarification purposes only and is not intended to affect the generality of this clause.

10.6 The Parties shall comply with their respective obligations under Schedule 8 (Employment).

10.7 Subject to Schedule 9 (Employment), the Supplier shall not, without the prior written consent of Client, at any time between the Framework Agreement Start Date and a period ending twelve (12) months after the termination or expiry of this Framework Agreement (**Relevant Period**):

10.7.1 solicit or entice away from Client any person who is, or has at any time during the Relevant Period or the twelve (12) months prior to the Framework Agreement Start Date been, employed by Client ; or

10.7.2 subject to Clause 10.8, employ or attempt to employ or engage or attempt to engage in any capacity (whether as an employee, sub-contractor or independent contractor) any person who is, or who has at any time during the Relevant Period or the 12 months prior to the Framework Agreement Start Date, been employed by Client.

10.8 Clause 10.7.2 above shall not prevent the Supplier from employing or engaging any person where that person makes a bona fide application to the other Party in response to a general public advert without inducement or where the Supplier is approached by such a person without inducement.

10.9 Any consent given by Client under Clause 10.7 may be given subject to such conditions as Client sees fit, and may include a requirement for the Supplier to reimburse Client for any resulting fees/penalties/compensation payable by Client to any third party as a result of such engagement or employment, unless otherwise agreed by Client. Any amounts to be paid by the Supplier in respect of this clause shall be paid within thirty (30) days of invoice (or can be deducted from the next invoice where agreed between the Parties).

11 Change Control Process

11.1 If at any time during the Framework Term or whilst any Statement of Work is in force, either Party requires or requests a Change, that Party shall do so in accordance with the procedure set out in Schedule 2 (Change Control Process).

12 Audit and Documents

12.1 The Supplier will keep and maintain detailed records of all activities and duties carried out in relation to the provision of the Services in relation to this Framework Agreement and the performance of its obligations in relation to the same (including but not limited to copies of all references and screening checks obtained by the Supplier in respect of each member of the Supplier Personnel, complete and up to date details of all Supplier Personnel, together with such other reports and documents as Client may reasonably from time to time require) and at Client's request shall make such records and information available for inspection or provide copies to Client (at Client's option).

12.2 The Supplier shall keep or cause to be kept during the Framework Term and for a period of six (6) years thereafter all records and/or documents referenced in Clause 12.1 above, and where required by law or regulatory reasons provided that any reports or documents containing Client Intellectual Property Rights or Confidential Information shall be returned to Client on termination of this Framework Agreement or any relevant Statement of Work or at any time on request by Client, if earlier.

12.3 The Supplier shall each year permit an external auditor appointed by, and at the cost of, Client to carry out an SSAE 16 II audit covering the systems and controls used in respect of Client who shall issue such report to Client.

12.4 The Supplier shall permit Client's Auditors to carry out audits of the Supplier and its performance of the Services or obligations under the Framework Agreement:

12.4.1 in accordance with the Supplier's rolling programme of audit, but not more than twice per year (for each Statement of Work); and

12.4.2 at any time if Client reasonably believes that the Supplier is in material breach of any Statement of Work, or the Framework Agreement or if there is a material issue identified that would reasonably require an audit outside of the regular programme of audit provided that Client shall first give the Supplier an opportunity to respond to such concerns within a period of five (5) Business Days from such issues being highlighted to it where it would be reasonable to do so having regard to the nature of the breach.

12.5 The Supplier shall permit Client to carry out risk assurance monitoring on specific elements of the Services, as required by Client, but no more than twice per year in relation to each Statement of Work and the Supplier will provide access to Client to such information as Client may reasonably require.

12.6 Client shall on not less than five (5) days' notice be provided access to the Supplier's premises for the purposes of conducting the audits outlined within this clause.

12.7 If Client or the Auditors reasonably consider that any audit has revealed a material issue which the Auditors or Client reasonably believe requires further access to verify that it has been resolved, Client or the Auditors may carry out a subsequent audit to verify that it has been resolved. Any such audits shall be in addition to, and shall not count towards the caps set out in Clauses 12.4.1 and 12.5.

12.8 Client shall bear its own costs of complying with this clause and the costs of any third party Client contracts in relation to any of the audits set out in this clause except that where any audit identifies issues that the Auditor confirms should require further investigation, the Parties shall share the costs of that additional investigation.

12.9 Without prejudice to Clause 12.8, if the Auditors find that the Supplier has acted in material breach of the Framework Agreement, relevant Statement of Work, or acted fraudulently, and as a result Client has to perform additional audits to comply with the FCA Handbook, the Supplier shall bear the reasonable costs that Client incurs in respect of such additional audits.

12.10 Where an audit reveals that there are material errors or omissions in the information required to be retained in accordance with this clause, Client may serve a notice giving full details of those errors or omissions and requiring the cause of them to be remedied.

12.11 The Supplier shall, and shall ensure that the Supplier Personnel and any Approved Sub-Contractor shall, provide all reasonable assistance to and cooperate with the Auditors.

12.12 If any Party is the subject of an investigation or audit by any Regulator, then, to the extent that such investigation or audit relates to the subject matter of this Framework Agreement, any Statement of Work, the other Party will provide such assistance and information as is reasonably required by the Party the subject of the investigation or audit, including provision of access, for the Party the subject of the investigation or audit and its representatives and auditors, and the relevant Regulator at all reasonable times on reasonable prior notice to that Party's books, accounts, vouchers, tapes, computer systems, records, directors, officers and employees and premises, for the Framework Term and whilst any Statement of Work is in force and for six (6) years after termination or expiry of the Framework Term or the termination of any Statement of Work, as applicable.

13 Business Continuity and Risk Management

13.1 The Supplier shall put in place and maintain appropriate business continuity arrangements in accordance with Good Industry Practice to ensure the continued performance of the Services in the event of the failure of any of the systems used in connection with the performance of the Services or any event which would otherwise result in the Supplier being unable to perform the Services and shall comply with the requirements set out in Schedule 6 (Business Continuity Plan) and shall;

13.1.1 review the Business Continuity Plan annually to ensure the plan remains fit for purpose; and

13.1.2 provide to Client a copy of the latest Business Continuity Plan promptly upon request from Client.

13.2 The Supplier may make reasonable amendments to the Business Continuity Plan and shall notify Client of any material amendments.

13.3 The Supplier shall test the Business Continuity Plan at least annually. Such verification shall be undertaken using tests set by the Supplier in accordance with Good Industry Practice. The Supplier shall promptly upon request provide Client with a copy of the results of the Business Continuity Tests (provided that the Supplier may redact any information contained in those results which relates to problems that solely affect another customer of the Supplier), and shall promptly update the Business Continuity Plan to resolve any non conformities with its obligations under this Framework Agreement following such testing.

13.4 The Supplier shall maintain a risk identification and escalation process to ensure that actual or anticipated risks and their likelihood of occurrence are identified and, where appropriate and where relevant to the Services being provided under any Statement of Work, brought to Client's attention in a timely manner, including undertaking regular risk assessments in relation to the provision of the Services not less than once every month and maintaining an up-to-date risk register capturing all risks arising out of the Supplier's risk assessments.

14 Intellectual Property Rights

14.1 Each Party shall retain ownership of its Background IPRs and, subject to the remaining provisions of this Clause 14, neither Party shall acquire any right, title or interest in or to the Background IPRs of the other Party.

14.2 The Supplier acknowledges that Client shall own all Intellectual Property Rights created as a result of or which relate to or arise out of the Services or are contained in the Deliverables, and that the remaining provisions of this Clause 14 are intended to give effect to the same. The Supplier shall ensure that any Approved Sub-Contractor, Supplier Personnel, and Supplier Group Company, where applicable, are subject to written contractual obligations equivalent to those set out in this Clause 14 sufficient to ensure that any Supplier IPR automatically vests in Client, and shall procure that any Supplier Personnel, Supplier Group Company and sub-contractor and their personnel use all reasonable endeavours to comply with the same

14.3 The Supplier agrees that all Client IPR is and will remain the property of Client or will automatically on creation vest in Client, as applicable, and Client reserves all Intellectual Property Rights which may subsist in or relate to such Client IPR, both as individual items and/or as a combination of components and whether or not any Statement of Work and/or Services and/or Deliverables are completed. In particular, and without limiting the above, the Supplier agrees that all right, interest and title in the Services IPR will vest in Client automatically on creation.

14.4 If for any reason any Client IPR does not automatically vest in Client pursuant to Clause 14.3, and vests in the Supplier, a Supplier Group Company, the Supplier Personnel or an Approved Sub-Contractor by operation of law, the Supplier hereby assigns (and shall procure that such Supplier Group Company, Supplier Personnel or Approved Sub-Contractor assign) to Client with full title guarantee and free from all encumbrances and third party rights by way of present assignment of future rights, all right, title and interest, whether legal or beneficial and all present and future rights in and relating to the Client IPR, (including the Services IPR) immediately on the creation of such IPR, or shall procure that the first owner of the same assigns them to Client on the same basis. The Supplier hereby unconditionally and irrevocably waives in relation to the Deliverables and the Services IPR all moral rights and shall procure such a waiver from the Supplier Personnel (and shall procure that any Supplier Group Company, Supplier Personnel or Approved Sub-Contractor procures the same from its personnel, contractors and workers) and shall procure such rights are not asserted.]

14.5 The Supplier shall ensure that all Supplier Personnel (and shall procure that all personnel, contractors and workers of any Approved Sub-Contractor and Supplier Group Company) are subject to written contractual terms which provide that all Intellectual Property Rights created by Supplier Personnel (or the personnel of any Approved Sub-Contractor or Supplier Group Company) in the course of providing the Services and all other Client IPR (including the Services IPR) automatically vests in Client on their creation, and that to the extent any such Intellectual Property Rights do not automatically vest in Client pursuant to such provisions, the individual assigns all right, title and interest in such Intellectual Property Rights to Client by a present assignment of future rights, and the Supplier shall procure compliance with the same by such Supplier Personnel and shall ensure that any Approved Sub-Contractor and Supplier Group Company procures compliance with the same by its personnel. The Supplier shall procure that the Supplier Personnel execute any instrument or do any such thing as required for the purpose of giving Client the full benefits of this Clause 14.

14.6 The Supplier shall procure that all Supplier Personnel (and the personnel of any Approved Sub-Contractor and Supplier Group Company) disclose and deliver to Client for the exclusive use and benefit of Client all Intellectual Property Rights created as part of any Services, promptly upon the making, devising or discovering of the same, and will give all information and data in their possession as to the exact mode of working, producing and using of the same and also all such explanations and instructions and documents to Client as requested by Client promptly on request.

14.7 Client grants to the Supplier, in respect of each Statement of Work, as of the Statement of Work Start Date and for the duration of that Statement of Work, a non-exclusive, non-transferable, non-assignable licence to use the Client IPR in the territory in which the Services are to be performed solely to the extent necessary to enable the Supplier to provide the Services and to deliver the Deliverables. The Supplier may grant a sub-licence of its rights under this Clause 14 to any Supplier Personnel and/or Approved Sub-Contractor solely in connection with and for the purposes of the provision of the Services provided that such sub-licence shall terminate on the earlier of expiry or termination of the relevant Services or this Framework Agreement.

14.8 The Supplier grants to Client and the Client Group, a non-exclusive, irrevocable transferable, perpetual assignable, royalty free licence to use and to modify, adapt, translate, make available, and/or otherwise deal with the Supplier Background IPR (and any other IPR of the Supplier) as necessary for the purpose of Client and the Client Group being able to freely use, exploit and enjoy the Services, and the Deliverables.

14.9 The Supplier acknowledges that as between Client and the Supplier, Client Data is the property of Client and Client reserves all Intellectual Property Rights which may subsist in or relate to Client Data. The Supplier will only use Client Data to the extent necessary to perform its obligations under any Statement of Work

14.10 Subject to the Supplier's compliance with the terms of this Framework Agreement relating to in particular, IPR, confidentiality and data protection, the Supplier shall be permitted to disclose Client Customer Data to any Supplier Personnel and/or Approved Sub-Contractor to whom such disclosure, and to the extent such disclosure, is strictly necessary to perform the Services in accordance with such Statement of Work provided that such disclosure is made subject to obligations of confidentiality no less onerous than those imposed upon the Supplier under this Framework Agreement and any applicable Statement of Work and is consistent with any reasonable procedures specified by Client from time to time.

14.11 The Supplier shall ensure that the carrying out of the Services, and the receipt and use of the Services and Deliverables shall not constitute an infringement or misappropriation of any Intellectual Property Rights of any third party but the Parties acknowledge that Client shall be responsible for ensuring any content or materials provided by Client can lawfully be used by the Supplier in accordance with this Agreement.

14.12 The Supplier shall within ten (10) Business Days of the termination of any Statement of Work or upon termination or expiry of the Framework Term, whichever shall occur first, return any Client Materials or other documents and materials provided to it by Client and all copies thereof and, in any event, upon termination or expiry of the Framework Term, whichever shall occur sooner, unless otherwise instructed by Client or unless such documents or Client Materials are required in relation to other Statements of Work.

14.13 Each Party shall (and shall procure that any relevant third parties including Supplier Personnel, Supplier Group Companies and Approved Sub-Contractors shall) on or at any time after each Statement of Work Start Date:

14.13.1 execute and sign such documents, forms and authorisations and do such acts and things as the other shall reasonably require for assuring to or vesting in the relevant Party, the beneficial ownership of and legal title to Intellectual Property Rights so that each Party enjoys all of the rights and benefits contemplated by this Framework Agreement (or any Statement of Work, if applicable); and

14.13.2 give such assistance (at the requesting Party's cost) as the requesting Party may reasonably require to obtain appropriate protection for or to enforce or defend any of such Intellectual Property Rights anywhere in the world.

14.14 The Parties acknowledge that the Third Party IPR is proprietary to third parties and is used by Client under licence and nothing in this Framework Agreement or under any

Statement of Work grants any licence, rights or title to any such Third Party IPR to the Supplier.

14.15 For the avoidance of doubt, the Parties acknowledge that nothing in this Framework Agreement or in any Statement of Work shall be taken to transfer, assign or vest any title or interest in the Client IT System or any Deliverables in the Supplier.

14.16 The Supplier agrees that it shall not, and it shall procure that any Approved Sub-Contractor and Supplier Group Company shall not, encumber Client's IPR, information or materials in any way. The Supplier and the Supplier Personnel shall not use, copy or transfer Client's information and materials and IPR in any manner other than as expressly instructed by Client, and any such copies shall remain Client property. Nothing in this Framework Agreement shall be deemed to assign or otherwise transfer any Intellectual Property Rights owned by Client to the Supplier.

15 Intellectual Property Rights Indemnity

15.1 Subject to Clause 15.2, the Supplier shall fully indemnify Client and keep it fully and effectively indemnified against all costs, claims, demands, expenses (including reasonable legal costs and disbursements on a full indemnity basis), losses, actions, proceedings and liabilities of whatsoever nature arising out of or in connection with any claim against Client for infringement of a third parties IPR arising out of their normal use or enjoyment of the Services or Deliverables, as permitted by the Framework Agreement or any Statement of Work infringes any third party's IPR.

15.2 The Supplier shall not be under any obligation to indemnify Client under Clause 15.1 to the extent that any alleged infringement of the IPR of any third party arises or results from:

15.2.1 the Supplier's compliance with Client's or any Client Agent's specific technical designs or instructions;

15.2.2 the inclusion in any Deliverables or use of any content or other materials provided by Client; or

15.2.3 the operation or use of some or all of the Deliverables in combination with products, information, specification, instructions, data or materials not provided by the Supplier.

15.3 Client will promptly notify the Supplier of any allegations of infringement of which it has notice.

15.4 Where Client's normal receipt or use of the Services as permitted under the Framework Agreement or any Statement of Work is held by any court of competent jurisdiction to constitute an infringement of a third party's IPR, then, unless such infringement results solely from any of the matters in Clause 15.2, without prejudice to Client's other rights and remedies, the Supplier shall promptly, at no additional cost to Client, use all reasonable endeavours to:

15.4.1 procure for Client the right to continue receiving the Services in accordance with the Framework Agreement or any Statement of Work; or

15.4.2 modify or replace the Services or Deliverables (without detracting from their overall performance in) to avoid the infringement.

16 Confidential Information and Property

16.1 Each Party who receives Confidential Information belonging to the other Party in respect of the Framework Agreement, or any Statement of Work, (the **Recipient** and the **Discloser**, respectively), undertakes not to disclose at any time during this Framework Agreement, and for a period of five (5) years after termination of this Framework Agreement and shall treat, and shall procure that each of its employees, directors, sub-contractors, agents, contractors, representatives and affiliates involved in performing or receiving any Services (including, in the case of the Supplier, each other Supplier Personnel, Supplier Group Company and Approved Sub-Contractor, and in the case of Client, each other Client Agent) shall treat as confidential all Confidential Information of the Discloser and shall not without the prior written consent of the Discloser divulge, use or copy such Confidential Information, except:

16.1.1 with the Discloser's prior consent in writing that the information in question does not need to be treated as confidential; or

16.1.2 if the Confidential Information is divulged to:

(a) its employees, directors, agents, representatives, consultants, affiliates and contractors who are involved in performing the applicable Statement of Work (collectively **Agents**), and then it shall only be disclosed to the extent that is reasonably required for the performance of the Supplier’s, or Client’s (as applicable) obligations under the applicable Statement of Work and only to such Agents who need to know the Confidential Information in connection with the subject matter of the applicable Statement of Work and subject to the Party who has the contractual relationship with such Agents ensuring that such Agents handle such Confidential Information pursuant to written obligations of confidence no less protective than those set out in this Clause 16 (Confidential Information and Property); and/or

(b) its auditors, professional advisers, HM Inspector of Taxes, HM Revenue and Customs and any other persons or bodies having a statutory or regulatory right to receive that Confidential Information, and then only in pursuance of such right;

16.1.3 provided that this Clause 16 (Confidential Information and Property) shall not extend to information which:

(a) was rightfully in the possession of the Recipient prior to the commencement of its dealings with the Discloser (and provided that such information was not originally given to it by or on behalf of the Discloser and is not subject to obligations of confidentiality);

(b) is received from a third party (which for the avoidance of doubt shall not include the Supplier, any Supplier Personnel, any Supplier Group Company, Approved

Sub-Contractors, Client or any Client Agent) who lawfully acquired or developed it and who is not under an obligation of confidence in relation to its disclosure; or

(c) is already public knowledge or which becomes so at a future date (otherwise than as a result of breach of this Clause 16 (Confidential Information and Property)).

16.2 The Recipient undertakes to ensure that all its Agents and the persons and bodies mentioned in Clauses 16.1.2(a) or 16.1.2(b) are made aware, prior to the disclosure of any part of the Confidential Information, that it is confidential and agree to keep it confidential on terms no less onerous than those contained in this Clause 16 (Confidential Information and Property).

16.3 The Recipient shall ensure the compliance by its Agents, and any person employed or engaged by its Agents, with the obligations set out in this Clause 16 (Confidential Information and Property).

16.4 The Parties agree that damages may not be an adequate remedy for any breach of this Clause 16 (Confidential Information and Property) and, notwithstanding the Escalation and Dispute Resolution Procedure, the Discloser shall be entitled to seek any legal and/or equitable relief, including an injunction, in the event of any breach of the provisions of this Clause 16 (Confidential Information and Property) in addition to its other remedies under the Statement of Work or under this Framework Agreement or otherwise at law or in equity.

16.5 Unless otherwise required by any Applicable Law (but only to that extent), neither Party shall (and each Party shall ensure that each other Supplier Personnel, Approved Sub-Contractors, Supplier Group Company or Client Agent (as the case may be)) shall not make or permit or procure to be made any internal or public announcement or disclosure (whether for publication in its written literature, the press, the radio, television, screen, the internet or any other medium) of its involvement in any Statement of Work or any matters relating to it, without the prior written consent of the other Party.

16.6 To the extent that information other than that referred to in this Clause 16 was protected by an existing confidentiality agreement between the relevant parties or legal or other obligations before the applicable Statement of Work Start Date, nothing in this Framework Agreement or any Statement of Work shall be taken as affecting those obligations.

16.7 The provisions of this Clause 16 shall be without prejudice to any accrued rights which either Party may have on the applicable Statement of Work Start Date in respect of any breach of confidence.

16.8 The Supplier shall not, and shall procure that the Supplier Personnel shall not, copy or remove any Client Data from Client's premises at any time without the prior written approval of Client, and the Supplier shall not, and shall procure that the Supplier Personnel shall not, transfer, copy or remove any Client Data or Client Confidential Information from Client's systems, repositories or computers to any non Client corporate devices or personal devices or store any Client Data on any magnetic or optical disc or memory or other media.

16.9 All materials, equipment (including any laptops provided by Client) and tools, drawings specifications and data provided by Client to the Supplier or Supplier Group Company shall at all times be and remain the exclusive property of Client, but shall be held by the Supplier or Supplier Group Company in safe custody at its own risk and maintained and kept in good condition by the Supplier or Supplier Group Company until returned to Client, and shall not be disposed of or used other than in accordance with Client's written instructions or authorisation. Any such materials, equipment (including laptops), tools, drawings, specifications and data shall be used solely for the performance of the Services and returned to Client when no longer required for the performance of the Services and at any time on request by Client. The Supplier shall procure that the relevant members of the Supplier Personnel comply with the above.

16.10 The Supplier shall not at any time exercise any rights of set off, lien or pledge or assign any interest or claim over any Client equipment including Client laptops (**Equipment**) in its possession or control. If any third party asserts or purports to assert any interest or claim over the Equipment, the Supplier shall notify Client as soon as reasonably possible and shall take such steps as Client shall reasonably request in respect of such assertion. Any Equipment is provided solely for the Supplier Personnel to provide Services to Client. The Supplier shall ensure that it does not, and any Supplier Personnel provided with Equipment do not, make any changes or modifications to the Equipment. The Supplier shall ensure any Supplier Personnel provided with Equipment are notified of, and required to comply with, appropriate security requirements including any security requirements set out within this Framework Agreement and/or notified to it by Client, prior to being allowed to use any Equipment provided to them. Any items of Equipment that are reported lost or missing shall be notified to the Client Relationship Executive as soon as possible and in any event no later than twenty four (24) hours. Client will be responsible for insuring the Equipment. Where it is established that any Supplier Personnel has failed to comply with this condition or any security requirements, the Supplier agrees it will reimburse Client for the costs of any repairs to, or replacement of any Equipment, as a result of such failure, excluding any reasonable wear and tear. The Supplier agrees to promptly return all Equipment to Client upon request by Client with the arrangements for returning the Equipment to be agreed between Client and the Supplier at the time. The Supplier shall be responsible for the cost of returning Equipment to Client.

17 Data Protection Security

17.1 Where the Services include the migration and/or processing of any Client Customer Data, the Supplier shall ensure the following (and shall procure that any Supplier Personnel, Approved Sub-Contractor and its personnel shall comply with the following mutatis mutandis in accordance with Clause 17.1.8):

17.1.1 all appropriate technical and organisational measures appropriate to the level of risk are in place at all times:

(a) to ensure and to be able to demonstrate that processing is performed in accordance with the Regulation;

(b) to prevent unauthorised or unlawful processing of, disclosure of, and/or access to Client's Customer Data; and

(c) to prevent accidental loss or destruction of, or damage to, Client Customer Data;

17.1.2 all reasonable steps are taken to ensure firstly the reliability of any Supplier Personnel which may have access to Client Customer Data and secondly that all Supplier Personnel which may have access to Client Customer data are subject to obligations of confidentiality in respect of Client Customer Data and its processing and are subject to such obligations as necessary to ensure the Supplier's compliance with this Clause 17;

17.1.3 (without prejudice to the generality of the Supplier's obligation under Clause 17.1.1) the Supplier and all Approved Sub-Contractors and the Supplier Personnel comply with the information security policy as set out in Schedule 9 (Security), (as amended from time to time by Client in its discretion) in accordance with Good Industry Practice, including as appropriate:

(a) the pseudonymisation and encryption of personal data;

(b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

(c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;

(d) a process for regularly testing, assessing and evaluating the effectiveness of technical, security and organisational measures for ensuring a level of security in accordance with Clause 17.1.1 above;

17.1.4 it shall act only on the written instructions of Client in relation to the processing of any Client Customer Data pursuant to this Framework Agreement or any Statement of Work as amended;

17.1.5 it shall (and it shall procure that the Supplier Personnel and any Approved Sub-Contractor shall) at all times comply with all Applicable Laws (including the Data Protection Legislation) and shall undertake any relevant training;

17.1.6 it shall only process Client Customer Data as is necessary to perform its obligations under any Statement of Work or as required by the Data Protection Legislation and/or any Applicable Laws;

17.1.7 it shall not transfer any Client Customer Data to any party or other person other than a transfer of data from the Supplier to Supplier Personnel unless in accordance with the prior written instructions of Client (or any Client Agent who Client has confirmed the Supplier can take instructions from in relation to such data) unless required to do so by any Supervisory Authority or in accordance with Data Protection Legislation and/or any Applicable Laws; and

17.1.8 the Supplier obtains the prior written consent of Client for any proposed sub-processing and where Client has approved in writing sub-processing to an Approved Sub-Contractor, Supplier shall conclude a written sub-contract with each such Approved Sub-Contractor on terms which include terms in favour of the Supplier which are equivalent to those contained in this Clause 17 in favour of Client.

17.2 The Supplier shall not, and shall procure that the Approved Sub-Contractors shall not, transfer any personal data comprised in any Client Customer Data to any country or territory outside the European Union (**EU**) other than with the express prior written consent of Client such consent to be subject to and granted on such terms and further obligations as Client may in its absolute discretion prescribe including (without limitation) those requirements contained in Clause 17.3.

17.3 In the event that Client consents to the transfer of Client Customer Data from the Supplier, Supplier Personnel, Approved Sub-Contractor or other sub-processor entity to or in a country outside of the EU the Supplier shall, and shall ensure that such Approved Sub-Contractor complies with the following additional provisions:

17.3.1 Supplier shall confirm in writing:

(a) the Client Customer Data which will be transferred to and/or Processed in a country outside of the EU;

(b) any sub-processors or other third parties who will be processing and/or receiving Client Customer Data outside of the EU and the names of the sub-processor(s), the country or countries in which any sub-processors or other third parties and any of their respective personal data processing equipment who or which will be processing and/or receiving personal data resides and the name of any international organisation(s) involved;

(c) how the Supplier will ensure an adequate level of protection and adequate safeguards in respect of the Client Customer Data that will be processed in and/or transferred outside of the EU so as to ensure the Client 's compliance with Data Protection Legislation;

17.3.2 The Supplier shall comply with such other instructions and shall carry out such other actions as Client may notify in writing, including:

(a) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) if necessary either into this Framework Agreement or into a separate data processing agreement between the Parties and into the agreement between the Supplier and each Supplier Personnel or Approved Sub-Contractor processing Client Customer Data in a third country out-with the EU; and

(b) procuring that any sub-processor or other third party who will be processing and/or receiving or accessing the personal data outside of the EU is approved in advance in writing by Client prior to any processing and either enters into:

(i) a direct data processing agreement with Client on such terms as may be required by Client; or

(ii) a data processing agreement with the Supplier on terms which are equivalent to those agreed between Client and the Supplier relating to the relevant personal data transfer. For the avoidance of doubt, firstly Supplier shall enter into a written agreement with all Supplier Personnel and Approved Sub-Contractors under this Clause 17 containing obligations on such Supplier Personnel and Approved Sub-Contractors in favour of Supplier and in favour of Client as a third party beneficiary of such obligations with Client having third party rights to enforce said obligations of the Supplier Agent pursuant to the Contracts (Rights of Third Parties) Act 1999 and secondly which provide for termination of that subcontract automatically as soon as reasonably practicable and in any event no later than the forty-fifth day following termination of this Framework Agreement for any reason; and

(iii) in each case which Supplier acknowledges may include the incorporation of model contract provisions (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) and technical and organisational measures which Client deems necessary for the purpose of protecting personal data.

17.4 In the event of loss or corruption of any Client Customer Data:

17.4.1 regardless of the cause of the loss or corruption, the Supplier shall promptly return such Client Customer Data to the state it would have been in had it not been corrupted or lost to the extent this is technically possible (**Fully Operational State**) at its own cost.

17.5 The Supplier shall not, and shall ensure that no other Supplier Personnel or Approved Sub-Contractors shall, dispose, re-assign or re-use any equipment or any electronic, magnetic or other media which is or has been used to store any Client Customer Data.

17.6 The Parties agree and acknowledge that the Supplier shall at all times be a data processor of any Client Customer Data.

17.7 The Supplier shall annually verify its compliance with its obligations under this Clause 17 using tests set by the Supplier in accordance with Good Industry Practice (the **Security Tests**).

17.8 The Supplier shall promptly notify Client in writing of any actual or suspected breaches of this Clause 17 (each a **Data Breach**) as soon as reasonably possible and within twenty four (24) hours of the same. The Supplier shall provide Client and its advisors with all requested assistance in connection with all Data Breaches, including:

17.8.1 ensuring that every notification of a Data Breach includes the information required by the Regulation including the information specified in Article 33 of the Regulation and set out in Part 2 of Schedule 11 (Data Protection);

17.8.2 co-operating with Client and any Supervisory Authority and providing to Client information on the breach, investigating the incident and its cause, containing and recovering the compromised data and compliance with guidance. The

Supplier will consult with Client in advance before responding to any communication from a Supervisory Authority (where legally permitted);

17.8.3 co-ordinating with Client the management of public relations and public statements relating to each Data Breach; and

17.8.4 remedying the cause of any breaches identified.

17.9 The costs of any remedial steps relating to a breach or suspected breach of this Clause 17 shall be borne by the Supplier.

17.10 Supplier, acting as data processor, shall:

17.10.1 keep Client Customer Data separate from all other data;

17.10.2 at its own cost create and maintain documentary evidence of its compliance with the obligations of this Clause 17 and of the Data Protection Legislation as regards the protection and processing of Client Customer Data;

17.10.3 maintain a log of Data Breaches including facts, effects and remedial action taken. Supplier shall without charge provide all reasonable assistance to Client in relation to any such data breach in relation to Client 's compliance with Articles 32-36 of the Regulation;

17.10.4 notify Client if Supplier (or any Supplier Personnel or Approved Sub-Contractor) is or becomes no longer established in the UK or another Member State of the EU;

17.10.5 notify Client prior to adopting a new type of processing (including, without limitation, the use of new technology to continue current processing) in respect of the Client Customer Data, Supplier shall seek the prior written consent of Client to any such new type of processing and at Client 's request, Supplier shall co-operate and participate in a data protection impact assessment (as more particularly specified in Article 35 of the Regulation) in respect of any such new type of processing which is being proposed, in accordance with Data Protection Legislation;

17.10.6 save where the Supplier is required to keep a copy of the Client Customer Data to comply with Applicable Law and/or Data Protection Legislation on termination or expiry of the Framework Agreement or termination of particular processing under the Framework Agreement, for whatever reason, cease all use and processing of the Client Customer Data relative to that termination and shall, at Client's election and sole discretion, retain, destroy or transfer all Client Customer Data relative to that termination to Client or a nominated third party (in a commonly used electronic format and by a method specified or approved in advance in writing by Client) and Supplier shall promptly confirm in writing that it has done so;

17.10.7 inform Client immediately (unless otherwise agreed in writing by Client) of any enquiry, complaint, notice or other communication in connection with the Services, and/or Client's compliance or non-compliance with Data Protection Legislation and/or Supplier's compliance or non-compliance with Data Protection

Legislation, from any Supervisory Authority or any individual, which Supplier or the third parties appointed by the Supplier receive (where legally permitted);

17.10.8 update from time to time Schedule 11 (Data Protection) to ensure it contains an up to date record of all categories of processing activities it undertakes under this Framework Agreement in compliance with Data Protection Legislation (including from 25 May 2018, in compliance with Article 30 of the Regulation or any replacement United Kingdom equivalent) and a record of any Data Breach and provide a copy of such amended Schedule 11 (Data Protection) to Client for inspection on demand;

17.10.9 provide Client with a copy of all Client Customer Data processed under this Framework Agreement if required to by a Supervisory Authority;

17.11 assist Client with its obligation to ensure that the Client Customer Data is accurate and up-to-date at all times and shall rectify any errors within the requisite timescales specified in the Regulation;

17.11.1 if so requested by Client, provide to Client or to any third party confirmed by Client in writing a copy of a data subject's personal data in a machine readable, commonly used portable format;

17.11.2 providing (and Supplier shall procure that its Supplier Personnel and any Approved Sub-Contractor that processes Client Customer Data shall co-operate with the Client and shall provide) all necessary assistance to Client (such assistance to include without limitation) provision of all Client Customer Data required to:

(a) fulfil any Data Subject Access Request (**DSAR**) as soon as reasonably possible and in any event within five (5) Business Days of the request being received by the Supplier providing all relevant Client Customer Data required to fulfil any DSAR to enable Client to respond to the same (and will endeavour to respond more quickly to DSARs which are agreed to be urgent);

(b) obtain any approvals from Supervisory Authorities;

(c) comply with the rights of data subjects and to comply with Data Protection Legislation;

17.11.3 on request of Client, promptly providing written information regarding the technical and organisational measures which Supplier has implemented (including those technical and organisational measures any Approved Sub-Contractor has implemented) to safeguard the Client Customer Data;

17.11.4 disclosing full and relevant details in respect of any and all government access protocols or controls which it has implemented; and

17.11.5 notifying Client as soon as possible and as far as it is legally permitted to do so, of any access request for disclosure of data which concerns Client Customer

Data (or any part thereof) by any governmental or other Supervisory Authority, or by a court or other authority of competent jurisdiction.

17.12 For the avoidance of doubt Supplier shall not:

17.12.1 disclose or release any Client Customer Data in response to a request from, an individual or from a Supervisory Authority or Regulator; or

17.12.2 respond to any complaint, notice, DSAR or other communication, without first consulting with and obtaining the written consent of Client other than in fulfilment of a Regulatory obligation or where legally required or where the Supplier considers it reasonably necessary to do so, in which case the Supplier shall notify Client as soon as reasonably possible (where legally permitted).

17.13 On the request of Client the Supplier shall co-operate and where applicable to oblige their Supplier Personnel and representatives to co-operate with Client and/or a relevant Supervisory Authority.

17.14 The Supplier shall notify Client immediately if, in the Supplier's opinion, a proposed instruction from Client if confirmed would infringe any aspect of the Data Protection Legislation or another EU or member state of the EU data protection provision.

17.15 Supplier shall, immediately on demand, fully indemnify Client and keep Client fully and effectively indemnified against all fines ordered to be paid by Client by a Supervisory Authority arising from or incurred by Client in connection with any failure of Supplier or Approved Sub-Contractor to comply with the provisions of this Clause 17 and/or Data Protection Legislation in respect of its processing of Client Customer Data.

18 Warranties and Indemnities

18.1 Each Party (as applicable), warrants and undertakes on its own behalf that at all times (unless expressly provided to the contrary below):

18.1.1 it has full power and authority to enter into, and perform, the relevant Statement of Work and the terms of this Framework Agreement as incorporated into such Statement of Work and it has (and shall have) undertaken all requisite corporate and other action to approve the signature and performance of the same and the persons entering into this Framework Agreement, (as applicable), and any Statement of Work on its behalf have been duly authorised to do so;

18.1.2 it is of sound financial standing and it is not aware of any circumstances which may adversely affect that financial standing in the future;

18.1.3 there are no actions, suits, proceedings or regulatory investigations pending or threatened against, or affecting, it before any court, administrative body or arbitration tribunal that might materially affect its ability to perform its obligations under this Framework Agreement or any Statement of Work;

18.1.4 it has authority to grant any IPR rights to be granted by it under this Framework Agreement and any Statement of Work and has all third party rights, title, accreditations and consents necessary to perform its obligations under any Statement of Work, or this Framework Agreement;

18.1.5 the performance by it of its obligations in connection with any Statement of Work, this Framework Agreement shall not infringe the IPR or any other rights of any third party;

18.1.6 in performing its obligations pursuant to any Statement of Work, or this Framework Agreement no virus shall be intentionally introduced into any data, software or any source code used in the provision of the Services s, and it shall act in accordance with Good Industry Practice to prevent any virus being introduced to the other Party;

18.1.7 (in the case of the Supplier), it shall comply with all Applicable Law in relation to the provision of the Services, and the performance of its obligations and the exercise of its rights and responsibilities under any Statement of Work and this Framework Agreement;

18.1.8 (in the case of the Supplier), it has obtained, and shall use all reasonable endeavours to maintain in place, all licences, permissions and approvals as is necessary to provide the Services for the Framework Term, in accordance with the applicable Statement of Work and/or the provisions of this Framework Agreement; and

18.1.9 its obligations under any Statement of Work and this Framework Agreement shall be performed by appropriately experienced, knowledgeable, qualified, and trained personnel with reasonable diligence, skill and care, in accordance with Good Industry Practice and in accordance with the requirements of any Statement of Work and this Framework Agreement; and

18.1.10 it is incorporated in and has its registered office in either Scotland or England.

18.2 Each of the warranties contained and referred to in this Clause 18 shall be read and construed as a separate warranty on behalf of the Supplier and Client, as applicable.

19 Insurance

19.1 Without prejudice to Client’s rights under any Statement of Work and this Framework Agreement or otherwise at law or in equity, the Supplier shall take out and maintain, throughout the Framework Term and whilst any Statement of Work is in force and for a period of four (4) years after the expiry or termination of the Framework Agreement whichever is later, with reputable insurers of good financial standing who are licensed to write policies in the United Kingdom policies of insurance in respect of the following risks:

19.1.1 employer's liability – not less than the minimum level of cover required by any compulsory insurance requirements of Applicable Law;

19.1.2 public liability – not less than £10,000,000 (ten million pounds) cover in respect of any one incident;

19.1.3 professional negligence – not less than £10,000,000 (ten million pounds) cover in respect of any one incident;

19.1.4 cyber insurance – not less than the minimum level of cover required by any compulsory insurance requirements of Applicable Law, and in any event, no less than £5,000,000 (five million pounds) cover in respect of any one incident; and

19.1.5 such other risks as may from time to time be agreed by Client and the Supplier always acting reasonably and in good faith.

19.2 The Supplier shall at the request of Client, to the extent permitted by the insurance conditions, provide to Client forthwith upon demand full details of any of the insurance cover that it is obliged to have under Clause 19.1 above and shall:

19.2.1 not by its acts or omissions cause any insurance cover or policy to become void or voidable; and

19.2.2 promptly notify Client in writing of any cancellation notice received from any insurer or of any material change in cover type or amount.

19.3 If the Supplier fails to comply with its obligations under this Clause 19, either fully or at all, and fails to remedy such failure within thirty (30) days of request from Client, then Client shall be entitled itself to provide such insurance in place of the Supplier and to charge the cost of that alternative insurance, together with the amount of all third party expenses or costs reasonably incurred by Client in obtaining such alternative insurance, to the Supplier (in Client's discretion), either by way of deduction from any amounts payable by Client to the Supplier under the relevant Statement of Work, or by recovering the same as a debt due to Client from the Supplier.

20 Acceptance Procedure

20.1 In respect of any Statement of Work, the Parties shall follow the process and procedures and adhere to the requirements of Schedule 4 (Acceptances) in relation to the Deliverables provided pursuant to such Statement of Work.

20.2 Any Delays, Failures, problems or defects relating to any Deliverables provided pursuant to any Statement of Work shall be governed by the provisions of Schedule 4

(Acceptances).

21 Liability and Limitations

21.1 Nothing in this Framework Agreement or any Statement of Work shall limit or exclude either Party's liability for:

21.1.1 death or personal injury caused by its own negligence;

21.1.2 any fraud or theft;

21.1.3 anything for which liability cannot be excluded by Applicable Law; or

21.1.4 in the case of the liability of Client, in respect of any obligation to pay the Charges.

21.2 For the avoidance of doubt, in calculating whether any of the financial limits set out in Clause 21.3 or 21.4 have been reached, no liability described in any of the sub-Clauses listed in Clause 21.1 shall be included in such calculation.

21.3 Subject to Clause 21.1, the Supplier's total liability to Client and all Client Parties and, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty, including in respect of any indemnities provided under this Framework Agreement or otherwise, arising under or in connection with this Framework Agreement or Statements of Work shall be limited to an amount equal to 100% of the overall Charges paid by Client under this Framework Agreement in respect of the relevant Statements of Work(s) in which a claim is made under on a stand-alone basis.

21.4 Where any claims are brought in respect of more than one Statement of Work there shall be no double recovery by the Supplier or Client in respect of the same loss. Neither Client, or any member of the Client Group (each a **Client Entity**) may recover any loss to the extent such loss has already been recovered by that party or any other Client Entity.

21.5 The Supplier shall remain liable for the acts or omissions of the Supplier Personnel and any Approved Sub-Contractor and Supplier Group Company as though they were the acts or omissions of the Supplier. Each Party shall remain liable to the other for the acts or omissions of their officers, employees or agents.

21.6 Each Party acknowledges and agrees that any claim made by either Party against the other, whether arising in contract, tort, negligence, misrepresentation, for breach of duty or in respect of any indemnity should only be made after the relevant provisions of the Statement of Work and/or this Framework Agreement relating to such issue (where relevant) have been adhered to (including the provisions of Schedule 4 (Acceptances)) and after following the Escalation Before Dispute Resolution Procedure. Nothing in this clause shall limit the right of either Party to seek an interim remedy, specific performance or injunctive relief. Both Parties acknowledge that any resulting damages from any successful claim under any Statement of Work or this Framework Agreement should reflect the proportionate fault of each Party if and to the extent the acts or omissions of the claiming Party caused or contributed to the cause of the claim or the resulting damages.

21.7 Subject to Clauses 21.1 neither Party shall be liable to the other in contract, tort (including negligence), breach of statutory duty or otherwise howsoever for:

21.7.1 any loss of goodwill, loss of revenues, loss of profits or contracts, loss of business, loss of goodwill, wasted management or office time, loss of use or corruption of software, data or information or loss of anticipated savings, in each case whether direct or indirect to the extent these are not included in Clause 21.7.2, and whether or not foreseeable at the time of entering into this Agreement; or

21.7.2 any indirect or consequential loss or damage of any nature whatsoever;

in each case arising out of or in connection with this Framework Agreement and all Statements of Work.

21**.8** **The** limits of liability under this Framework Agreement apply to the Client Group as a whole so that they apply to all liabilities incurred under or in connection with this Framework Agreement by the Supplier and any Supplier Parties in aggregate to all Client Group Companies.

21.9 The limits of liability under this Framework Agreement apply to the Supplier's group as a whole so that they apply to all liabilities incurred under or in connection with this Framework Agreement by Client and any Client Parties in aggregate to all the Supplier's group Companies.

22 Termination for Cause

22.1 Without prejudice to any other rights or remedies either Party may have pursuant to any Statement of Work or under this Framework Agreement, either Party, by giving written notice to the other, may terminate a Statement of Work or, as applicable, or this Framework Agreement immediately or on such date as specified in the notice if any of the following occurs with respect to such Statement of Work, or this Framework Agreement or the relevant Party (as applicable) provided that if any of the events below affect solely this Framework Agreement and/or specific Statements of Work, the terminating Party may only terminate such affected Framework Agreement, Statements of Work, as applicable, rather than the Framework Agreement and all Statements of Work . If any of the events below affects the Framework Agreement and/or more than one Statements of Work and would permit termination of the Framework Agreement and/or more than one Statement of Work, the terminating Party may elect to terminate any or all of such Framework Agreement, Statements of Work, as applicable, at its option, rather than being required to terminate all affected Framework Agreement, Statement of Work:

22.1.1 the other Party commits a material breach of this Framework Agreement, a Statement of Work, this Framework Agreement, that is either not capable of being cured (other than by the payment of money), or which is capable of being cured and, following notice from the other Party requiring the defaulting Party (**Defaulting Party**) to cure the breach, is not cured within thirty (30) days (or such other period as agreed between the Parties);

22.1.2 either Party commits a breach of this Framework Agreement, that Statement of Work, this Framework Agreement which has been repeated sufficiently often to amount to, or which, when taken together with any series of similar, related or unrelated breaches under that Statement of Work under this Framework Agreement are in aggregate material;

22.1.3 it becomes unable or is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;

22.1.4 it proposes or makes any arrangement, compromise, composition or assignment with any of its creditors generally or any class of creditors;

22.1.5 a moratorium or other protection from its creditors or any class of creditors is declared or imposed in respect of any indebtedness;

22.1.6 it passes a resolution or takes or is subject to any other step (including any court application or order) with a view to its winding up or dissolution (otherwise than for the purpose of solvent reconstruction or amalgamation or pursuant to a winding up petition which the affected Party demonstrates to the other Party's reasonable satisfaction is frivolous or vexatious provided the same is dismissed within a reasonable period, or the appointment in respect of it or any of its assets of a trustee, supervisor, administrative or other receiver, administrator, provisional liquidator or liquidator);

22.1.7 it suffers a third party taking possession over all or substantially all of the assets of the other;

22.1.8 if any event analogous to those referred to in Clause 22.1 occurs in any other jurisdiction;

22.1.9 it commits any material breach, infringement or misuse in respect of any IPR owned by or licensed to the other Party;

22.1.10 it loses or has suspended any Consent or membership which it is required to obtain and/or maintain by virtue of any Applicable Law or otherwise where such Consent or membership is required to deliver or receive the applicable Services, as applicable; or causes, through a breach of any Statement of Work or Framework Agreement the other Party to lose any of their own Consents or memberships or contributes towards such a loss or suspension of a Consent or membership.

22.2 Client may terminate any Statement of Work, and/or this Framework Agreement immediately by written notice (or, in Client's sole discretion on the date specified in such notice) to the Supplier if required to do so by direction of a Regulator or court or by Applicable Law.

22.3 If Client at any time fails to pay to the Supplier in cleared funds any undisputed Charges in relation to any Statement of Work (correctly invoiced and due and payable in accordance with such Statement of Work or this Framework Agreement) which are more than one (1) month overdue or fails to pay any other material amounts finally determined by an appropriate senior court (or such other relevant body with appropriate jurisdiction and authority) as due and payable to the Supplier by Client under or in connection with such Statement of Work or this Framework Agreement, as applicable, in full in cleared funds within fifteen (15) Business Days of the date on which Client receives written notice from the Supplier requiring payment of the same, then the Supplier may serve written notice terminating the affected Statement of Work on such date specified in the notice.

22.4 If the Supplier reaches the liability cap set out in Clause 21.3 in relation to any event or series of related events then Client may terminate the Framework Agreement, and Statements of Work on one (1) month's prior written notice to the Supplier.

22.5 Client may terminate this Framework Agreement and/or Approved Additional Activity on written notice having immediate effect (or, in Client's sole discretion, on the date specified in such notice) where it reasonably believes the continued provision of the Services would result in a regulatory breach or where a regulator requires such termination.

22.6 Client may, as an alternative to exercising its rights to terminate for cause in accordance with this Clause 22, notify the Supplier in writing that it wishes to suspend (rather than terminate) any or all of the Services, and/or any Approved Additional Activity, as identified in the written notice, and in such circumstances the Supplier shall immediately or on such date as specified in such notice, suspend the provision of the identified Services, and/or Approved Additional Activity for such period as requested by Client, or, where no specific period is stated, until Client notifies the Supplier that it requires the Supplier to resume performance of the relevant services. In the event of a suspension of services, Client shall pay for Charges incurred up until the date the Services are suspended, but no further costs or charges shall be payable. If Client has not notified the Supplier of a date on which any Services, and/or Approved Additional Activity will resume within two (2) months of serving the initial suspension notice (where no specific date is contained within the suspension notice), the Supplier shall be entitled (where reasonable) to notify Client within five (5) Business Days of any request from Client to resume performance of the Services, or Approved Additional Activity that it is no longer in a position to resume such Services, and/or Approved Additional Activity. On the date any such Services, or Approved Additional Activity are suspended, the Supplier shall comply with Clauses 24.4 and 24.5 as required by Client. If Client exercises its rights to suspend performance in accordance with this clause, it may subsequently notify the Supplier at any time that it wishes to terminate the applicable Services, or this Framework Agreement on notice.

22.7 Without prejudice to any other rights or remedies it may have and subject to Clause 22.8, the Supplier may terminate a Statement of Work with effect from the date specified in the notice of termination, which date shall not fall before the expiry of the sixty (60) day period described in Clause 22.8 below, if Client fails to make payments which, in aggregate, exceed two (2) months' total Charges under that Statement of Work when due in respect of any Statement of Work (and does not cure such default within sixty (60) days of receipt of a notice of default from the Supplier), except where the same is disputed (in good faith) by Client.

22.8 The Supplier cannot terminate a Statement of Work in accordance with Clause 22.7 above unless the Supplier has given Client:

22.8.1 sixty (60) days' written notice of Client's failure to make such payment; and

22.8.2 a further fourteen (14) days written notice to Client of its intention to terminate after the expiry of the sixty (60) day period.

23 Termination for Change of Control

23.1 Either Party, by giving written notice to the other Party, may terminate this Framework Agreement and any Statements of Work with effect from the date specified in the notice of termination if there is a Change of Control and as a consequence the Party obtaining control is either a competitor or a business with credit worthiness that is materially less than the equivalent measure for that Party, or a Party that they, acting reasonably, believes may be detrimental to the reputation of the Party other than where (i) any such event is approved in advance in writing by the Party, or (ii) the period of six (6) months has elapsed since the Party became aware of such event having taken place.

24 Effect of Termination or expiry

24.1 The failure of either Party to exercise any right under this Framework Agreement, any Statement of Work or this Framework Agreement in relation to any breach of this Framework Agreement, any Statement of Work, including any right to terminate this Framework Agreement, such Statement of Work and any right to claim damages in response to any breach, shall not be deemed a waiver of such right for any continuing or subsequent breach.

24.2 The Parties shall continue to perform their obligations under any Statement of Work, notwithstanding the giving of any notice of default or notice of termination, until the termination (or suspension) of such Statement of Work becomes effective in accordance with the terms of such Statement of Work or this Framework Agreement becomes effective in accordance with the terms of this Framework Agreement.

24.3 If any Statement of Work is terminated or suspended at any time, or terminates automatically at the end of the Term, then the Parties shall work together following the service of any such notice of termination or, where the Statement of Work terminates automatically at the end of the Term or is suspended, following such termination or suspension becoming effective, to agree the required activities during any applicable notice period, and the extent to which activity should extend beyond the termination date, if any. The Supplier shall work with Client in good faith to minimise and mitigate any Charges arising during any notice period where any planned activities or Services are no longer required by Client, by using reasonable endeavours to agree with Client ways to mitigate any resource commitment, where it is reasonable and appropriate to do so. During any notice period, the Supplier shall not be permitted to increase any resource levels already planned for the Services during the most recent Work Order Management Meeting or such other meeting as applicable. The Supplier undertakes to cease activity under any Statement of Work in an orderly manner and at such time as requested by Client and to provide such reasonable support and assistance and any continued Services as required by Client with regard to any transition of the Services for a reasonable period as required by Client and to effect a managed handover (the **Exit Assistance Period**). Any activity undertaken by the Supplier during such Exit Assistance Period and agreed in accordance with the above shall be chargeable on a time and materials basis applying the most up to date Rate Card.

24.4 At the end of the relevant Exit Assistance Period:

24.4.1 Subject to Clause 12.2, the Supplier shall deliver up and return to Client and shall procure the return to Client of all information, materials, equipment, documents, work in progress, Materials, Deliverables (whether or not complete) and Confidential Information belonging to Client, and all Client Customer Data, in the possession or control of the Supplier or any Supplier Personnel, and all copies (including any electronic copies) provided that:

(a) where the Supplier is under a legal or regulatory obligation to retain copies of Confidential Information it may retain such copies for such period as is necessary for the Supplier to satisfy its minimum obligations under such law or regulation. For the avoidance of doubt, the Supplier's obligations under any Statement of Work or this Framework Agreement in respect of such Confidential Information shall continue to apply;

(b) any obligation to destroy or permanently erase Confidential Information shall not be applicable to Confidential Information that forms part of an electronic back-up system which is not immediately retrievable as part of day to day business or which is not in written form.

24.5 On termination of this Framework Agreement all IPR licences and other rights granted (or the grant of which was procured) by Client to the Supplier pursuant to such terminated Statement(s) of Work shall automatically terminate (other than those which are expressly stated to continue beyond termination). For the avoidance of doubt, the licence granted by the Supplier to Client pursuant to Clause 14 shall continue notwithstanding any such termination.

24.6 On termination or suspension or expiry of this Framework Agreement or any Statement of Work:

24.6.1 notwithstanding any provision to the contrary within this Framework Agreement or any Statement of Work, expiry, suspension or termination of any Statement of Work shall be without prejudice to any accrued rights and obligations under such Statement of Work or this Framework Agreement as at the date of such expiry or termination, nor shall it affect the coming into force or the continuance in force of any provision of such Statement of Work or this Framework Agreement which is expressly, or by implication, intended to come into or continue in force on or after such termination;

24.6.2 expiry or termination of any Statement of Work shall not affect the continuing rights and obligations of the Supplier and Client under Clauses 7 (Charges and Payment), 10 (Supplier Personnel and TUPE), 12 (Audit and Documents), 14 (Intellectual Property Rights), 15 (Intellectual Property Rights Indemnity), 16 (Confidential Information and Property), 17 (Data Protection Security), 18 (Warranties and Indemnities), 19 (Insurance), 21 (Liability and Limitations), 24 (Effect of Termination or Expiry), 31 (Communications), 33 (Third Party Rights), 34 (Severability) 37 (Further Assurance and Good Faith), 39 (Governing Law and Jurisdiction) or under any other provision of this Framework Agreement or any Statement of Work which is expressed or intended to survive termination or which is required to give effect to such termination or the consequences of such termination;

24.6.3 expiry, suspension or termination of any Statement of Work shall not affect the Supplier's right to any unpaid Charges in respect of Services performed prior to the effective date of such termination, suspension or expiry, as applicable, which shall become due immediately following such termination, suspension or expiry, as applicable. On termination or suspension of any Statement of Work, the Supplier will provide Client with a fully itemised invoice for any Charges that have been actually and properly incurred by the Supplier in the performance of the Services in accordance with this Framework Agreement and the relevant Statement of Work applying the Rate Card;

24.6.4 other than as set out in Clause 24.6.3 above, no other charges, fees or costs shall be payable as a result of the lawful termination or suspension of this Framework Agreement, any Statement of Work in accordance with the terms of such Statement of Work or this Framework Agreement; and

24.6.5 termination, suspension or expiry of this Framework Agreement or any Statement of Work shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, suspension or expiry, including the right to claim damages in respect of any breach of the Framework Agreement or Statement of Work which existed at or before the date of termination or expiry.

24.7 On termination (or expiry) of this Framework Agreement, howsoever arising, each Statement of Work then in force at the date of such termination shall continue in full force and effect for the remainder of the term of such Statement of Work, unless terminated earlier in accordance with the terms of this Framework Agreement.

25 Effect of Termination on other Statement(s) of Work

25.1 **The termination of any Statement of Work shall not affect the validity of any other Statement of Work save that if, as a result of the termination of any Statement of**

Work the Supplier reasonably believes that it is unable to continue to provide the Services under any other Statement(s) of Work.

26 Anti-Bribery and Corruption

26.1 Each Party will and will procure that its Affiliates will in entering into this Framework Agreement and any Statement of Work and in performing its obligations thereunder:

26.1.1 comply with all applicable laws relating to anti-bribery and anti-corruption, including the Bribery Act 2010;

26.1.2 not engage in any activity which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity had taken place in the UK; and

26.1.3 not do, or omit to do, any act that will cause or lead any member of the other Party's group to be in breach of the Bribery Act 2010.

26.2 The Parties agree that a breach of this Clause 26 (Anti Bribery and Corruption) shall constitute a material breach of any Statement of Work and this Framework Agreement.

27 Modern Slavery

27.1 Each Party shall:

27.1.1 comply with all applicable provisions of the Modern Slavery Act 2015 (**MSA 2015**);

27.1.2 not engage in any activity, practice or conduct which would constitute an offence under MSA 2015 if such activity, practice or conduct had been carried out in the UK; and

27.1.3 comply with its ethics and modern slavery policies as updated from time to time.

28 Waiver

28.1 Any relaxation, forbearance, indulgence or delay of either Party in exercising any right, shall not be construed as a waiver of that right and shall not affect the ability of that Party subsequently to exercise that right or to pursue any remedy, nor shall any indulgence constitute a waiver of any other right, whether against that Party or any other person.

29 Whole Agreement

29.1 Each Statement of Work constitutes the whole agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of such Statement of Work .

30 Assignment and Sub-Contracting

30.1 Otherwise than provided below, the Supplier may not assign, novate or otherwise transfer or sub-contract to a material sub-contractor or otherwise deal in any of its rights and/or obligations under this Framework Agreement or any Statement of Work, whether in whole or in part, unless it is sub-contracting to an Approved Sub-Contractor or in relation to any sub-contractors Client agree can be included as Supplier Personnel, with Client having the right to challenge if they believe the scale and nature of activity would be such as to constitute a material sub-contractor requiring approval as an Approved Sub-Contractor, without the prior written consent of Client, such consent not to be unreasonably withheld or delayed. Notwithstanding the forgoing, the Supplier shall be entitled to assign, novate or otherwise transfer its right to payment with regard to any and all Charges.

30.2 If Client consents to the Supplier sub-contracting any of the Supplier's rights and/or obligations under this Framework Agreement or any Statement of Work, the Supplier will;

30.2.1 undertake appropriate due diligence on all Approved Sub-Contractors and provide evidence to Client demonstrating adequate systems and controls within thirty (30) days of request;

30.2.2 ensure such sub-contractors provide all reasonable assistance and supply all requested documents to Client and the Supplier will remain wholly responsible to Client for the actions and omissions of the Supplier's sub-contractors, so that any failure by such a sub-contractor to comply with the applicable parts of this Framework Agreement or any Statement of Work will be treated as a breach of this Framework Agreement and/or Statement of Work by the Supplier. Any express requirement in terms of the other provisions of this Framework Agreement or a Statement of Work that the Supplier ensures compliance by the Supplier's sub-contractors with any of the terms of this Framework Agreement and/or Statement of Work is included for clarification purposes only and is not intended to affect the generality of this Clause 30.

30.3 Each Statement of Work and this Framework Agreement shall be binding on, and shall enure to the benefit of, the Supplier and Client and their respective permitted successors and transferees with effect from the date of such succession or transfer.

30.4 Other than provided below, the Supplier shall not, without the prior written consent of Client (such consent not to be unreasonably withheld or delayed (it being agreed between the Parties that the withholding or delay of any such consent shall be reasonable where Client, acting in good faith, has a material performance, reputational or regulatory concern)), assign, transfer, charge or otherwise dispose of any interest in any Statement of Work or under this Framework Agreement. Notwithstanding the forgoing, the Supplier shall be entitled to assign, novate or otherwise transfer its right to payment with regard to any and all Charges.

30.5 Except as set out in Clause 30.6, Client shall not, without the prior written consent of the Supplier (not to be unreasonably withheld or delayed) assign, sub-contract, transfer, charge or otherwise dispose of any interest in any Statement of Work (including for the avoidance of doubt the terms of this Framework Agreement as incorporated into such Statement of Work), and this Framework Agreement.

30.6 Client may at all times assign, sub-contract, transfer, charge or otherwise dispose of this Framework Agreement, any Statement of Work to any other member of Client Group (provided that, in Client's opinion (acting in good faith), such Client Group member is of reasonably similar financial standing or otherwise does not materially and adversely affect the Supplier's ability to recover any liability owed to it under such

Statement of Work, or this Framework Agreement, as applicable) provided that Client gives prior written notice of such dealing to the Supplier.

31 Communications

31.1 Subject to Clause 31.2 (Notices between Programme Leads), and any specific requirements set out in this Framework Agreement all notices given by either Party to the other relating to this Framework Agreement or any Statements of Work shall be in writing and served by delivering the same by hand or sending the same by pre-paid first class or registered post to an address in England, Wales or Scotland, or email, to the address and for the attention of the relevant Party set out below:

If to Client:

For the attention of: <>

Address: <>

Email: <>

with a copy to: <>

Email: <>mailto:

If to the Supplier:

For the attention of: <>mailto:

Address: The Company's registered address

Email: <>mailto:

31.2 Where any information or documentation is to be provided or submitted to either Party's Programme Lead, it shall be provided or submitted by sending the same by first class post, facsimile, by hand or by email (provided that any notice sent by email is confirmed by sending a copy of the notice by pre-paid first class or registered post) to the same address as set out in Clause 31.1.

31.3 Where any claim forms, application notices, judgments, orders or other notices of legal process relating to Client are delivered to or served on the Supplier for Client's attention, the Supplier shall immediately notify Client of such documents and immediately forward the same to Client for its urgent attention.

31.4 Timing of notices:

31.4.1 notices sent by post shall be effective on the earlier of:

(a) actual receipt; and

(b) three (3) Business Days from mailing;

35.4.2 notices delivered by hand shall be effective on delivery;

35.4.3 notices sent by email shall be deemed to have been received on the Business Day after it is sent provided that the sender has not received any form of failed delivery message.

31.5 Either Party (and either Programme Lead) may change its nominated address or email address by prior written notice to the other Party.

32 No Agency or Partnership

32.1 Nothing in any Statement of Work or this Framework Agreement shall be construed as creating a partnership between Client and the Supplier.

32.2 The Supplier shall not be or be deemed to be an agent of Client and the Supplier shall not hold itself out as having authority or power to bind Client in any way.

33 Third Party Rights

33.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999, each Statement of Work and this Framework Agreement is not intended to, and does not, give any person who is not a Party to it any rights to enforce any provisions contained in it except that:

33.1.1 Client may enforce this Framework Agreement and any Statement of Work for the benefit of the relevant Client Affiliate;

33.1.2 each right expressed to be in favour of Client under this Framework Agreement and any Statement of Work may be directly enforced by a Client Entity in substitution for Client; and

33.1.3 the provisions of Clause 10 (Supplier Personnel and TUPE) shall be enforceable by any new service supplier.

33.2 Notwithstanding Clause 33.1, it is expressly agreed that the Parties to this Framework Agreement may rescind or vary this Framework Agreement or any Statement of Work without the consent of any person who has the right to enforce this Framework Agreement or any Statement of Work under Clause 33.1.

34 Severability

34.1 If any provision of a Statement of Work or any provisions of this Framework Agreement shall be declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability or legality of the remaining provisions of such Statement of Work or this Framework Agreement.

35 Counterparts

35.1 This Framework Agreement and any Statement of Work may be executed in any one or more counterparts. Any single counterpart of a set of counterparts executed, in the case of a Statement of Work, by both Parties, and in the case of this Framework Agreement, by both Parties, shall constitute a full original of this Framework Agreement or Statement of Work, as applicable, for all purposes.

36 Costs and Expenses

36.1 Each Party shall bear its own costs and expenses incurred in connection with the negotiation, preparation and execution of any Statement of Work, and each Party shall bear its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Framework Agreement.

37 Further Assurance and Good Faith

37.1 Each Party shall execute all further documents and do all such acts and things necessary or desirable to give full effect to this Framework Agreement and any Statement of Work, in particular, to vest to the other Party the applicable rights in respect of the applicable IPR in accordance with Clause 14 (Intellectual Property Rights).

38 Publicity

42.1 The Client acknowledges and agrees that it shall not at any time (either during or after the term of this Framework Agreement) release to the public any information regarding the existence and terms of this Framework Agreement or the relationship between the Parties without the prior written consent of the Supplier.

39 Governing Law and Jurisdiction

39.1 English law governs:

39.1.1 each Statement of Work and this Framework Agreement and its interpretation; and

39.1.2 any non-contractual obligations arising from or connected with each Statement of Work and this Framework Agreement.

39.2 Save in respect of matters subject to binding determination in accordance with the Escalation and Dispute Resolution Procedure, the Parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with each Statement of Work and this Framework Agreement. Each Party agrees to waive any objection to the English courts, whether on the grounds of venue or that the forum is not appropriate.

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

Executed as a deed by)

Client [<NAME>]Limited)

Acting by a Director in the presence of:) Director

Signature of witness: …..

Name of witness: …………………………………

Address: …………………………………

…………………………………

…………………………………

Executed as a deed by)

Be-IT Projects Limited)

Acting by a Director in the presence of:) Director

Signature of witness: …..

Name of witness: …………………………………

Address: …………………………………

…………………………………

…………………………………

Schedule 1 – Charging and Payment

1 Charges

1.1 Client will pay the Supplier the Charges. The Charges shall be calculated on the basis of time properly spent in the performance of the Services, as applicable, by Supplier Personnel of an agreed role type applying the Rate Card in relation to activity that has been authorised in accordance with a Statement of Work, up to the value of the applicable Statement of Work Limit, or, in the case of Approved Additional Activity, up to the value of the Agreed Limit, as applicable, and any External Costs. For the avoidance of doubt, travel by any Supplier Personnel to any premises of Client is deemed included in the Rate Card and no further travel costs shall be reimbursed by Client unless otherwise agreed.

1.2 The financial value of the Statement of Work Limit or Agreed Limit shall not be regarded as a fixed price for any Services or Approved Additional Activity but is provided purely for the purpose of setting the maximum amount payable by Client in respect of any particular Services, or Approved Additional Activity, subject to any subsequent variation agreed through the Change Control Process. The Supplier shall not be liable for any Charges in relation to Services or Approved Additional Activity that exceed the relevant Statement of Work Limit or Approved Additional Activity, as applicable.

1.3 Time spent on providing the Services by anyone other than an agreed role type listed on the Rate Card will not be chargeable unless expressly agreed in writing in advance by Client.

1.4 The Charges represent the entire payment to be paid by the Supplier in relation to the Services, and the Supplier shall not be entitled to make any charge to Client in respect of the Services other than the Charges. No other costs, charges or fees shall be chargeable unless otherwise agreed in writing through the Change Control Process.

1.5 The Parties acknowledge that in order to respond to any changes in requirements and scope for any Deliverables, Services in a relevant Statement of Work Schedule 2 (Change Control Process) shall apply.

1.6 All Charges shall be exclusive of VAT, which shall be payable by Client in addition to the Charges where properly chargeable, at the applicable rate.

2 Invoicing

2.1 The Supplier shall invoice Client monthly in arrears for its Charges (together with VAT).

2.2 Each invoice should be in such format as notified to the Supplier from time to time and supported by a fully itemised schedule of time spent and cost incurred (broken down by role type) in accordance with the Rate Card, together with any External Costs, segmented by individual Statement of Work, or Approved Additional Activity.

2.3 The Charges invoiced in accordance with Paragraph 2.2 above shall be limited for each individual Statement of Work, or Approved Additional Activity to the extent that the cumulative value of Charges to date (for the avoidance of doubt including any Charges invoiced in previous months) exceeds the applicable agreed limits, such as the Statement of Work Limit, or, in the case of any Approved Additional Activity, the Agreed Limit.

2.4 The time analysis provided in accordance with Paragraph 2.2 must be reconciled to the weekly timesheet information provided in the Work Order Management Meeting, with the Supplier required to maintain complete and accurate records of the time spent by the Supplier Personnel in providing the Services and ensuring that time sheets are completed by all Supplier Personnel working and are available in support of all invoices and at any time on request.

2.5 The Charges calculated in accordance with Paragraph 2.2 and invoiced in accordance with Paragraph 2.1 shall be net of a Retention adjustment of 2.5%, with a separate invoice issued each month for the release of any Retentions that have been previously applied for Deliverables that have been Accepted in accordance with the Acceptance Criteria during the previous month, with this invoice detail incorporating the analysis by Deliverable.

2.6 All payments due under this Framework Agreement or any Statement of Work shall be made in sterling to the bank account of the Supplier, as specified on the relevant invoice.

2.7 Subject to Paragraph 2.8, Client shall pay all correct and valid invoices properly submitted by the Supplier within thirty (30) days of receipt by Client of the relevant invoice unless a dispute is raised in respect of any invoice.

2.8 If Client disputes any or all of an invoice issued by the Supplier, then that dispute should be escalated immediately in writing to the Nominated Supplier Representative and Nominated Client Representative, detailing the reason, value and nature of the dispute, and Client may withhold payment of the disputed element of the invoice until the Parties, acting always promptly and in good faith, have resolved the dispute, but shall continue to pay any undisputed element of such Charges.

2.9 If the Parties are unable to resolve the dispute in accordance with Paragraph 2.8, then either Party may refer the dispute under the Escalation and Dispute Resolution Procedure set out in Part 3 of Schedule 3 (Governance). Following resolution of the dispute, any additional or excess amount agreed or determined to have been payable shall be paid forthwith by Client.

2.10 Except in relation to any disputed element of an invoice under Paragraph 2.8, each Party shall be entitled, without prejudice to any other right or remedy available to it under the Framework Agreement or any Statement of Work or otherwise at law or in equity, to receive interest on any payment not duly made in accordance with this Framework Agreement or any relevant Statement of Work calculated from day-to-day at a rate of 2% (two per cent.) per annum above the base rate of Barclays bank plc from the due date until the date of payment or judgment, whichever is the earlier. The Parties agree that the agreed rate is a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

2.11 If either Party identifies an error in any invoice or Charges paid by Client, then that Party shall notify the other and if Client has overpaid any amount, the Supplier will issue a credit note in relation to the amount of such overpayment, or (where there are no further invoices available), make a correcting payment to Client within thirty (30) days of receipt of the notice by the relevant Party of the error.

3. **Rate Card**

3.1. The Supplier's standard daily fee rates are calculated on the basis of a seven (7) hour day worked between 9.00am and 5.00 pm on weekdays. The Supplier shall be entitled to charge on a pro-rata basis for part days.

3.2 The Supplier shall ensure that all relevant Supplier Personnel complete time sheets recording time spent carrying out the Services and the Supplier shall use such time sheets to calculate any charges arising in respect of any services performed on a time and materials basis including Approved Additional Activity.

Rate card:

Professional Services Job Title	Daily rate

Schedule 2 – Change Control Process

1. Purpose

1.1 This Schedule sets out the procedure that the Parties shall adhere to in requesting, agreeing and implementing Change.

1.2 If at any time, either Party requires or requests a Change to the Framework Agreement or any Statement of Work, that Party shall only do so in accordance with the procedure set out in this Schedule 2 (Change Control Process).

1.3 Each Party shall co-operate with the other to expedite the relevant procedure set out in this Schedule.

1.4 The Supplier shall, throughout the Framework Term and whilst any Statement of Work is in force deploy suitable change management and change delivery capabilities (including project management, business analysis, detailed design and architecture, development and configuration, integration and testing) as necessary to initiate, assess, develop and deploy Changes in accordance with this Schedule 2.

2. Change Control Process

2.1 Subject to the provisions of this Schedule 2, the main stages of the Change Control Process (other than where the Change falls within Paragraph 3.2 below) are as follows:

i) A Change Request may be raised by either Party;

ii) The Supplier will prepare an Impact Assessment; and

iii) A Change Control Note will be prepared by the Supplier (subject to agreement by both Parties) and signed by both Parties to document any agreed Change.

3. Request for Change

3.1 If at any time either Party considers that a Change is required then, unless Paragraph 3.2 applies, the requesting Party shall raise a Change Request for review by the receiving Party.

3.2 Where a Change only impacts the contractual effectiveness of the Framework Agreement i.e. there is no monetary or build impact to any Statement of Work or the Services then the Parties agree that that there is no requirement for any Impact Assessment to be carried out and that such Change shall be managed by each Party's legal function within a timeframe and utilising such variation documentation as deemed reasonable by both Parties.

3.3 Each Change Request shall include, where applicable:

(i) a uniquely assigned change number;

(ii) the title of the Change;

(iii) the originator and date of the request or recommendation for the Change;

(iv) the reason for the Change;

(v) details of the change including any description, specifications, standards and facilities;

(vi) the benefits and justifications for the Change; and

(vii) the impact on compliance by Client or the Supplier with any Applicable Law (to the extent known by the Party making the Change Request at the time the Change Request is made).

3.4 Where the Supplier submits or receives a Change Request, unless the Parties agree at that stage not to proceed with the Change, then the Supplier shall, unless Client agrees an Impact Assessment is not required, provide an Impact Assessment as soon as reasonably possible (and within no longer than ten (10) Business Days unless otherwise agreed between the Parties) and the Supplier shall use all reasonable endeavours to provide such Impact Assessment in such shorter period as reasonably required by Client in cases of urgency. If the Parties do not agree whether or not to proceed to an Impact Assessment the Parties will follow the Escalation and Dispute Resolution Procedure.

3.5 Each Impact Assessment shall include:

(i) details of the proposed Change and the likely time required to implement the Change;

(ii) the impact, if any, on Client Group customers resulting from the Change;

(iii) the impact, if any, of the Change on other aspects of the Framework Agreement or Statement of Work and highlighting any risks, issues or dependencies, including (where applicable) any impact to any third party suppliers of either Party;

(iv) the impact, if any, on compliance by Client or the Supplier with any Applicable Law;

(v) the costs to Client, if any, resulting from such Change (reflecting, where appropriate an assessment of proportionate responsibility of each Party for the cause of such Change);

(vi) the variation to the Charges, if any, resulting from such Change (reflecting, where appropriate, an assessment of proportionate responsibility of each Party for the cause of such Change);

(vii) any variations to any Delivery Dates for any Deliverable arising from the change or the relevant Statement of Work Limit;

(viii) the impact, if any, on the Deliverables and any Client Work Order Obligations identified as such in any Statement of Work; and

(ix) any other impact of the Change on the terms of the Statement of Work or the Services.

3.6 Following receipt of the Impact Assessment referred to in Paragraph 3.4 above, Client shall, acting reasonably, inform the Supplier in writing that:

3.6.1 it approves the Change; in which case the Parties shall follow the procedure set out in Paragraph 3.9 and Paragraph 3.10; or

3.6.2 it rejects the Change; or

3.6.3 the Impact Assessment requires further review and discussion.

3.7 If further review time is required then Client shall respond to the Supplier with any queries or challenges and the Parties shall set up a meeting to discuss these matters. If agreement cannot be reached at this meeting with regard to approving the Impact Assessment, then either Party may escalate the matter in accordance with the Escalation and Dispute Resolution Procedure.

3.8 Both Parties acknowledge that any material delays in the agreement of an Impact Assessment, may impact on the ability of the Supplier to continue to effectively undertake the Services until such agreement has been reached between the Parties, with the Supplier not obliged to undertake such activity to the extent that this might give rise to costs that cannot be invoiced in accordance with any applicable Statement of Work.

3.9 If the Impact Assessment is approved by Client in accordance with Paragraph 3.6.1, then a Contract Change Note will be drafted by the Supplier to document the agreed change to the Framework Agreement and / or any Statement of Work, and both Parties will arrange signature of the same with all due diligence.

3.10 Following the acceptance of an Impact Assessment by the Supplier, this Framework Agreement (and/or the applicable Statement of Work) shall be amended to the extent necessary to give effect to that Change, and for this purpose the Parties shall use the form of Contract Change Note set out in Appendix 2 of this Schedule 2. A contract variation can be attached to the same where appropriate to document any agreed changes to the Framework Agreement and/or a Statement of Work, but the absence of any such variation agreement shall not affect the validity of any changes properly agreed through this Change Control process and reflected in a Change Control Note. Unless and until such Contract Change Note is accepted and signed by both Parties no such Change shall be considered effective and this Framework Agreement (or any Statement of Work) shall not in any way be considered to have been changed.

3.11 Time spent by the Supplier conducting Impact Assessments following the Supplier submitting a Change Request and considering or preparing Contract Change Notes in relation to any actual or potential variations or changes related to any Statement of Work, will be recorded by the Supplier but will not be charged to the Client. Time spent by the Supplier conducting Impact Assessments following receipt of a Change Request and considering or preparing Contract Change Notes in relation to any actual or potential variations or changes related to any Statement of Work (unless the need for such change is caused by the Supplier), will be recorded by the Supplier and shall be charged to the Client.

3.12 The impact of Impact Assessments and Contract Change Notes on the on-going management of the delivery of the Services shall be addressed through their incorporation into the weekly Work Order Management Meeting as outlined in Schedule 3 (Governance).

3.13 If the Change affects more than one Statement of Work the Parties agree that it shall be documented on a Contract Change Note which Statements of Work are affected by the Change rather than having to enter into a separate Contract Change Note for each Statement of Work.

3.14 If the Parties cannot agree to any issue under this Change Control Process, they may seek to resolve it in accordance with the Escalation and Dispute Resolution Procedure.

4. Additional Activity Approval Process

4.1 In order to avoid any delays to a Statement of Work and/or any overall Development Project, the Parties acknowledge the need for flexibility and the need for both Parties to be able to respond quickly to any emerging new requirements or Changes in order to achieve the overriding objectives of any relevant Statement of Work and/or Development Project. The Parties therefore agree that the Supplier shall be permitted to perform additional activity outside the scope and scale of the work reflected within the Deliverables Schedule of a relevant Statement of Work, and shall be permitted to perform activity on a time and materials basis applying the Rate Card in circumstances where no relevant Statement of Work is in place ahead of any Change Request that would be required in accordance with this Schedule 2 being raised, in response to a written request from the Nominated Client Representative, or in circumstances where the Supplier notifies the Nominated Client Representative before undertaking such work and obtains written approval from the same (for example in response to emerging new issues). The Supplier shall be entitled to be paid for such additional activity undertaken in accordance with this Paragraph 4 up to a maximum value of the Agreed Limit. If any additional activity undertaken in accordance with this Paragraph 4 subsequently results in a Contract Change Note being prepared, the costs of such activity will be incorporated within the Contract Change Note/updated Statement of Work as applicable. If no Contract Change Note results from such additional activity, the Supplier shall be entitled to charge for such activity undertaken on a time and materials basis up to the Agreed Limit.

4.2 Client will use reasonable endeavours to respond to any requests for approval raised in accordance with this Paragraph 4 in a timely manner and acknowledges that the Supplier will not, unless otherwise agreed between the Parties, be permitted or required to perform any additional or varied activity until such approval has been provided by the Nominated Client Representative, and that the Supplier will continue (as far as it is able acting always in accordance with what is expected of a Supplier exercising Good Industry Practice) to provide the Services identified in any relevant Statement of Work in accordance with the Deliverables Schedule in any relevant Statement of Work until approval to carry out any additional or varied Services is obtained.

4.3 At each Work Order Management Meeting, any activity undertaken in accordance with this Paragraph 4 will be discussed and either ratified for invoicing in accordance with Paragraph 4.4 of Part 2 to Schedule 3 (Governance), or, where appropriate reflected in a Contract Change Note. At each Work Order Management Meeting, the Parties will review all Contract Change Notes signed in the previous month and will determine if either or both the Deliverables Schedule and Client Work Order Obligations Schedule needs to be amended to incorporate additional Deliverables or Delivery Dates or fees.

4.4 For the purposes of Additional Activity Approval, e-mail from the Nominated Client Representative, (or his nominated representative or replacement notified to the Supplier from time to time) shall be considered to be written approval.

Appendix 1 - Template Change Request

Change Request Form

SOW Number	
SOW Date	
Client Department	
Client Business Lead	
Change Request Title	
Change Request ID	
Supplier Project Mgr	

What is the proposed change to the approved engagement requirement?

(Describe what the change is)

Describe the proposed change to the project that is being requested. Include an explanation of the current situation and what will change as a result of this request being approved. • *Does the project require additional funding?* • *Is there a change to the agreed implementation date or any other key deliverables?* • *Is the change proposing a different solution?*

Why is this change required?

(Provide the reason for the request, use explanatory key points, keep brief and high level)

Provide an explanation of why this change is being requested, what issue, if any will it address and the rationale for implementing the change? *What will be the impact of not implementing this request be?*

What are the costs?

(Describe the financial impact of this change)

Provide details of any impact this request will have on agreed budget: *Are you requesting additional funds? - Provide a breakdown here of the new costs*

What impact will this change request have on timescales?

(Provide details of what impact there will be on the project timeline)

Detail the impact, if any, this task will have on the approved project timeline *Add details of any additional tasks as a result of this request*

What is required to implement this change?

Describe the solution being proposed as a result of this change. *Are there any constraints to the proposed solution, e.g. cost, timeline for implementation, resource etc?*

What other options have been considered?

Provide details of any other alternative solutions and the rationale behind them being discounted, consider: Manual workarounds / non IT solutions, Alternative Supplier s

Approved By:	**Name of Supplier Relationship Mgr.**	Date
	Please embed approval email	
Approved By:	**Name of Client Engagement Mgr.**	Date
	Please embed approval email	

Appendix 2 - Template Contract Change Note

Reference Number (CCR#):

Date Raised:

Effective Date

Rationale

Charge

Originator:

Client [<>]Limited (**Client**)

Signed:…………………………..

Be-IT Projects Limited (the **Supplier**)

Signed……………………………………………

Schedule 3 – Governance

The Parties shall follow the governance processes set out in this Schedule 3 (Governance).

Part 1 – Programme Lead and Relationship Executives

1. Each Party will appoint a Programme Lead and a Relationship Executive and, for periods when the Programme Lead or Relationship Executive is absent, a deputy for each role shall be appointed. The Programme Lead or deputy, as applicable, and the Relationship Executive or deputy, as applicable, will be the only points of contact for the other Party for the overall management of this Framework Agreement and shall be the persons named below or such other persons as notified by the Programme Lead or Relationship Executive (or other appropriate representative of either Party) to the other from time to time.

2. The Programme Leads and Relationship Executives may notify each other at any time that any person named within this Schedule 3 has been replaced by an alternative person, and this Schedule shall be deemed to be updated accordingly.

<u>Programme Leads</u>

Client: <>

Supplier:

Deputy Programme Leads:

Client: <>

Supplier:

2. The Programme Leads will have the authority and be given the responsibility:

   (a) To represent the appointing Party in relation to this Framework Agreement and make appropriate decisions on day to day issues;

   (b) To co-ordinate the technical aspects of the Services and liaise on the operational management of the Services;

   (c) To monitor the appointing Party's compliance with its obligations under the Framework Agreement including any Statement of Work; and

   (d) Subject to any relevant internal signing authorities, exercise rights and give approvals under the Framework Agreement including any Statement of Work.

3. Each Programme Lead shall have responsibility for ensuring the strategic and commercial objectives of this Framework Agreement including any Statement of Work are achieved and for seeking to resolve issues.

4. The Parties shall contact the relevant Programme Lead in relation to any procedures for management of this Framework Agreement including any Statement of Work, liaison, review of the operation of this Framework Agreement and referral of issues relating to this Framework Agreement including any Statement of Work.

5. The Programme Leads shall discuss any recommendation for change to this Schedule and if following such discussion the Client Programme Lead confirms that

recommendation in writing, that recommendation shall be implemented in accordance with Schedule 2 (Change Control Process).

6. Each Party shall:

(a) be entitled to treat the other Party's Programme Lead or his respective deputy as the authorised representative of the other Party in respect of the matters referred to in Paragraph 2 of this Schedule 3 and as otherwise conferred on the Programme Lead under this Framework Agreement including any Statement of Work;

(b) ensure that its Programme Lead or his deputy is available for consultation with the other Party's Programme Lead or deputy at all reasonable times or within a reasonable period;

(c) notify forthwith from time to time any change and planned change in its Programme Lead or deputy to the other Party's Programme Lead; and

(d) liaise and co-operate and ensure that its Programme Lead and staff shall liaise and co-operate with the other Party's Programme Lead and shall follow and comply with the contract management procedures set out in this Schedule 3.

7. The Supplier shall:

(a) ensure its Programme Lead or his deputy are the persons responsible for the overall provision of the Services and that they perform the responsibilities referred to in this Schedule 3;

(b) inform Client's Programme Lead in writing before the appointment or replacement of its Programme Lead and ensure that any appointment or replacement Programme Lead has the appropriate skills, competence and expertise to perform the role;

(c) ensure that satisfactory performance of the Services actually achieved are key elements of the personal performance review of its Programme Lead; and

(d) follow and comply with any instructions, directions or requests given or issued by Client Programme Lead in writing or given orally and subsequently confirmed in writing in connection with the performance of the Services, provided that where any such instructions, directions or requests would constitute a change to this Framework Agreement or to the scope of the Services, the provisions of Schedule 2 (Change Control Process), will apply.

8. Each Party will appoint a Relationship Executive. The Relationship Executives are the persons named below or such other persons as notified by the relevant Party to the other from time to time:

Relationship Executives

Client: <>

The Supplier <>

9. The Relationship Executives shall be responsible for:

(a) overseeing the performance of their respective Party's obligations under this Framework Agreement and any applicable Statement of Work;

(b) monitoring the performance by the Programme Leads of their respective duties under this Framework Agreement and any applicable Statement of Work; and

(c) seeking to resolve matters referred to them in accordance with the escalation procedure set out in Part 3 of this Schedule 3.

10. Each Party shall:

(a) be entitled to treat the other Party's Relationship Executive as the authorised representative of the other Party in respect of the matters referred to in this Schedule 3 and as otherwise conferred on the Relationship Executive in this Framework Agreement including any Statement of Work;

(b) ensure that its Relationship Executive is available for consultation with the other Party's Relationship Executive at all reasonable times;

(c) notify forthwith from time to time any change and planned change in its Relationship Executive to the other Party's Relationship Executive; and

(d) liaise and co-operate and ensure that its Relationship Executive and staff shall liaise and co-operate with the other Party's Relationship Executive and shall follow and comply with the contract management procedures set out in this Schedule.

Part 2 – Operational Delivery Meetings

1. The Parties agree that the governance and management of the Framework Agreement including any Statement of Work, review of the operation of this Framework Agreement including any Statement of Work and referral of issues to Programme Leads and review teams shall be in accordance with this Schedule 3.

2. Each Party shall ensure that all individuals representing that Party at any meeting, either required by this Schedule 3 or any other provision in this Framework Agreement including any Statement of Work shall have the necessary skills and authority appropriate for the nature and purpose of such meeting.

3. The Governance meetings will be attended by the Programme Lead from each Party and will be:

3.1 Weekly Work Order Management Meetings

3.2 Monthly Joint Programme Management Meetings

4. Weekly Work Order Management Meetings

4.1 In order to ensure the ongoing oversight of progress in respect of any Services, the Parties shall hold a work order management meeting on at least a weekly basis but expected to be more frequently, and in any event at any time as required by Client.

4.2 The attendees for the Work Order Management Meeting are as follows:

- Supplier's Programme Lead (or deputy)

- Client’s Programme Lead (or deputy)

4.3 The Parties acknowledge that as the Services and any Approved Additional Activity are being undertaken on a time and materials basis, Client requires the ability to continually review the progress of the Services, or any Approved Additional Activity, and the quality of the Deliverables. In accordance with this, both Parties Programme Leads shall meet either face-to-face, by telephone or other means as requested by Client at a mutually agreed time at such frequency as agreed by the Parties (but at least once a week unless otherwise required by Client) and in accordance with the agreed governance arrangements, to discuss matters relating to the Services and any Approved Additional Activity, escalate any issues and review progress including in particular monitoring and tracking volume of work completed, tracking to the Deliverables, and reviewing the quality of the work completed. The Supplier shall ensure that it, and its Supplier Personnel shall, identify and communicate key project risks and issues and any potential delays caused by any missed Client Work Order Obligations, at such meetings as well as on a real time basis as issues arise where appropriate. Client’s monitoring as set out above shall not be regarded as acceptance of the quality of any output or Deliverables, and shall not relieve the Supplier of any of its responsibilities or liabilities under this Framework Agreement or any Statement of Work

4.4 The Parties agree that the Work Order Management Meeting shall consider the following matters, where applicable, in respect of each Statement of Work or Approved Additional Activity, and shall engage in detail regarding the following matters and such other matters as required by either Party:

(a) progress in respect of any Statement of Work, Approved Additional Activity and other work agreed between the Parties;

(b) review of a Project Plan for the agreed workstreams which the Supplier must produce and provide to Client together with weekly updates including regarding the ongoing delivery of any active Development Project;

(c) timelines and delivery against any Project Plans;

(d) the status of activities and Deliverables;

(e) a weekly update of time spent, and costs incurred in the previous week in accordance with the Rate Card broken down by role and each Statement of Work, and Approved Additional Activity;

(f) the cumulative total of costs incurred to date in respect of each Statement of Work, and any Approved Additional Activity in accordance with the Rate Card;

(g) any Delays, Failures or other issues (as defined in Paragraph 11.4 of Schedule 4 (Acceptances);

(h) any performance or quality issues;

(i) any concerns regarding resource provision;

(j) any other concerns or issues;

(k) in respect of each Statement of Work, the status of any related Client Work Order Obligations identified as such in an applicable Statement of Work and the extent to which these have been completed, and consideration of any other Client dependencies or obligations in respect of any other agreed activity;

(l) discussion and agreement of specific activities to be undertaken and resource to be utilised in the performance of the Services in the following week, including an estimate of the expected Charges that will accrue in the following week on a time and materials basis in accordance with the Rate Card, broken down by each level of Supplier Personnel on the Rate Card, with a three (3) month "line of sight" to be provided at each weekly meeting, outlining the planned activity and expected Charges broken down by each role on the Rate Card that will arise in the following three (3) months, with this providing the structure for Client to approve the chargeable resource being allocated under this Framework Agreement. The Supplier shall propose, and Client shall confirm, at each weekly meeting, the requirements for the following week, such that Client will always confirm specific requirements for the following week, as well as the proposed requirements for the subsequent week, at least a week in advance on a rolling basis. Resource utilised that has not been agreed with Client through the weekly resource planning meeting can only be invoiced with the specific agreement of Client;

(m) in respect of each Statement of Work, and any Approved Additional Activity, Charges incurred and billable in the previous month, and a review of total Charges to date for each Statement of Work, and any Approved Additional Activity, with Client able to review and query the supporting details as required;

(n) an assessment of the current Deliverables Schedule and Client Work Order Obligations in the context of any approved Contract Change Notes or other agreed Changes to consider and assess whether amendments are required to the Deliverable Schedule and Deliverable Dates and to consider the inclusion of any new Deliverables or Client Work Order Obligations;

(o) a review of the Deliverables Schedule and Client Work Order Obligations Schedule to identify any potential risks in respect of the achievement of the agreed delivery dates;

(p) the ratification of any Approved Additional Activity undertaken ahead of a Contract Change Note being entered into in accordance with the Additional Activity Approval Process set out in Schedule 2 (Change Control Process) (whether in respect of any relevant Statement of Work or in circumstances where no Statement of Work is in place);

4.4 If further to the review of Contract Change Notes undertaken at the Work Order Management, there are changes required to the current Deliverables Schedule and/or Client Work Order Obligations Schedule to reflect agreed Contract Change Notes, such changes will be reflected by the Supplier in an updated version of the Deliverables Schedule and/or an updated version of the Client Work Order Obligations Schedule within ten (10) Business Days of the Work Order Management Meeting. If Client does not notify the Supplier of its acceptance or rejection of an updated version of the Deliverables Schedule and/or Client Work Order Obligations Schedule, where applicable, within five (5) Business Days of receipt, the Supplier shall forward such updated version of the Deliverables Schedule and/or Client Work Order obligations to the Nominated Client Representative. If the Nominated Client Representative does not notify the Supplier of its acceptance or rejection of the updated version of the Deliverables Schedule and/or Client Work Order Obligations Schedule within five (5) Business Days of receipt, they shall be deemed to be approved by Client. If the Parties are unable to agree any required changes, the matter shall be referred to the Escalation and Dispute Resolution Procedure.

4.5 Any updated Deliverables Schedule and/or Client Work Order Obligations Schedule agreed pursuant to Paragraph 4.4 above will then become the new Deliverables Schedule and/or Client Work Order Obligations Schedule for review at any subsequent Work Order Management Meeting.

4.6 Where the Weekly Work Order Management Meeting identifies any concerns or changes in requirements, an additional ad hoc Programme Meeting in the same format of the Monthly Joint Programme Meeting outlined in Paragraph 5 below can be arranged to review and sign off any such changes.

5. **Monthly Joint Programme Meeting**

5.1 The Parties shall hold joint programme management meetings on a monthly basis or more frequently as required for the approval of activity or engagement in any ongoing issues in accordance with the following outlined description (as may be updated by written agreement by the Parties from time to time) in order for:

- the Supplier to provide high level updates on progress and consider any identified current or potential risks to programme delivery;
- the Parties to discuss, and Client to give provisional approval to draft Statements of Work so these can be submitted for legal review and signature as required by this Framework Agreement (for the avoidance of doubt no Statement of Work shall be binding until executed by the Parties as required by this Framework Agreement);
- the Supplier to ratify Approved Additional Activity.

Part 3 – Escalation and Dispute Resolution Procedure

1. Escalation Before Dispute Resolution

1.1 It is the intention of Client and the Supplier to resolve issues in a constructive and bona-fide way that reflects the concerns and commercial interests of each Party, escalating issues to higher levels of management internally where appropriate. The Parties agree to co-operate with each other in an amicable manner with a view to resolving any disputes that may arise.

1.2 The framework for the day to day operational management of the provision of the Services and the process for tracking and seeking to resolve performance issues relating to the Services are governed by the review teams set out in Part 2 of this Schedule.

1.3 Subject to Paragraph 1.5, the Parties will attempt, in good faith, to resolve any disputes between them arising out of or relating to this Framework Agreement or any document agreed or contemplated as being agreed pursuant to this Framework Agreement (**Dispute**) promptly by negotiation in the first instance during the Work Order Management Meeting where this is the appropriate forum for the Dispute having regard to the nature and urgency of the Dispute. Client may request the Work Order Management Meeting be brought forward to such date as notified to the Supplier where there is a Dispute which requires immediate consideration.

1.4 If any such Dispute is not resolved within five (5) Business Days of referral to the Work Order Management Meeting in accordance with Paragraph 1.3, the Parties will, unless otherwise agreed, follow the Escalation before Dispute Resolution Procedure set out in Paragraphs 1.6 below (the **Escalation before Dispute Resolution Procedure**) or, if either Party reasonably believes the issue requires urgent resolution, the Urgent Escalation before Dispute Resolution Procedure set out in Paragraph 1.7 below (the **Urgent Escalation Before Dispute Resolution Procedure**).

1.5 Without prejudice to Paragraph 1.4, if at any time there is a Dispute and either Party believes the Work Order Management Meeting is not the appropriate forum for the Dispute having regard to the nature and urgency of the Dispute it may notify the other Party that it wishes to invoke the Escalation before Dispute Resolution Procedure, or, if it reasonably believes the issue requires urgent resolution, the Urgent Escalation Before Dispute Resolution Procedure.

1.6 The Escalation before Dispute Resolution Procedure is as follows:

1.6.1 the Dispute will, in the first instance, be raised to the Programme Leads for resolution;

1.6.2 if the Dispute is not resolved by the Programme Leads within ten (10) Business Days of referral, (or such other timescale as agreed between the Parties) it will be raised to the Relationship Executives;

1.6.3 if the Dispute is not resolved by the Relationship Executives within twenty (20) Business Days of the matter having been referred to them, (or such other timescale as agreed between the Parties) the matter shall be referred to an appropriate member of senior management of each Party; and

1.6.4 if the Dispute is not resolved by the officers referred to in Paragraph 1.6.3 within ten (10) Business Days of the matter having been referred to them, (or such other timescale as agreed between the Parties) Paragraph 1.12 will apply.

1.7 If the Urgent Escalation Before Dispute Resolution Procedure is invoked, the following procedure will apply:

1.7.1 the Dispute will, in the first instance, be raised to the Programme Leads for immediate resolution;

1.7.2 if the Dispute is not resolved by the Programme Leads within two (2) Business Days of referral, (or such other timescale as agreed between the Parties) it will be raised to the Relationship Executives;

1.7.3 if the Dispute is not resolved by the Relationship Executives within three (3) Business Days of the matter having been referred to them, (or such other timescale as agreed between the Parties) the matter shall be referred to an appropriate member of senior management of each Party; and

1.7.4 if the Dispute is not resolved by the officers referred to in Paragraph 1.7.3 within ten (10) Business Days of the matter having been referred to them, (or such other timescale as agreed between the Parties) Paragraph 1.12 will apply.

1.8 The representatives set out at Paragraph 1.6 and Paragraph 1.7 will discuss any issues referred to them and use all reasonable endeavours to resolve any Dispute as quickly as possible and without the necessity of any formal proceedings.

1.9 Except as set out in Paragraph 1.10 or Paragraph 1.11, court proceedings for the resolution of a dispute may not be commenced until the earlier of:

1.9.1 the designated representatives of each Party concluding in good faith that amicable resolution through continued negotiation of the matter does not appear likely; or

1.9.2 forty (40) Business Days from the date the Escalation before Dispute Resolution Procedure was first invoked, or fifteen (15) Business Days form the date the Urgent Escalation before Dispute Resolution Procedure was first invoked, as applicable.

1.10 Neither Party shall be prevented from, or delayed in, seeking orders for an interim remedy or specific performance or interlocutory or injunctive relief on an ex parte basis as a result of anything in this Paragraph 1 of this Schedule 3.

1.11 Nothing in this Paragraph 1 will restrict at any time either Party's freedom to seek any remedies under this Framework Agreement or at law where any of the events set out in Clause 22.1.3 to 22.1.8 of this Framework Agreement (Termination for Insolvency) apply.

1.12 If the Parties fail to resolve the matter in accordance with the Escalation before Dispute Resolution Procedure or the Urgent Escalation before Dispute Resolution Procedure, the Parties may, if they elect to do so, agree to refer the dispute to either a mediator operating under the auspices of the Centre for Dispute Resolution in London (or any replacement body) for resolution by non-binding mediation in London, (in which case Paragraph 2 will apply), or may agree to refer the Dispute to an expert, who will act as expert not as arbitrator, in which case Paragraph 3 shall apply. Nothing in this Schedule 3 will create any obligation on either Party to proceed with any mediation or expert determination and any mediation or expert determination shall not be a condition precedent to the commencement of any court proceedings. Either Party may issue and commence court proceedings at any time prior to the commencement of any mediation or expert determination once the appropriate Escalation and Dispute Resolution Procedure has been followed in accordance with Paragraph 1.1-1.10, or after any mediation has taken place if such mediation is unsuccessful, but shall not be able to commence court proceedings after any Expert Determination other than in the circumstances set out in Paragraph 3.4 or during any mediation or Expert determination.

1.13 If and to the extent that the Parties do not resolve any Dispute or any issue in the course of any agreed mediation or expert determination, or either Party considers mediation or expert determination is not an appropriate course of action such Party may commence court proceedings in respect of such unresolved Dispute or issue.

1.14 While the procedure set out in this Paragraph 1 is being followed, both Parties shall be obliged to fulfil their respective obligations under this Framework Agreement.

2. Mediation

2.1 If the Parties agree to refer the Dispute to a mediator, the following provisions shall apply. The Parties agree that information concerning any mediation, including, without limitation information concerning any settlement reached, shall be treated as confidential and not disclosed to any third party without the consent in writing of both Parties unless:

2.1.1 such disclosure is required by law or by any securities exchange or regulatory or governmental body having jurisdiction over the party disclosing the information, whether or not the requirement has the force of law;

2.1.2 such disclosure is necessary in order to establish or protect any legal right of the Party disclosing the information; or

2.1.3 the disclosure is limited to the officers, professional advisers, auditors, bankers or insurers of the person disclosing the information, acting in connection with the dispute but provided that in any such case a confidentiality undertaking has first been obtained from such person.

3. Expert Determination

3.1 If the Parties agree to refer the Dispute to an expert, the Expert will be selected by agreement between the Parties. If the Parties fail to agree on who the Expert should be within ten (10) Business Days after agreeing that an Expert should be appointed, either Party may (with the prior agreement of the other Party) request the Centre for Dispute Resolutions (**CEDR**) in writing to appoint an independent expert (the **Expert**).

3.2 If any Party (with the agreement of the other) so requests CEDR to appoint an Expert, such Party must instruct CEDR to ensure that the Expert:

3.2.1 acts as an expert and not an arbitrator;

3.2.2 affords the Parties the opportunity within reasonable time limits to make representations to him;

3.2.3 informs each Party of the representations of the other;

3.2.4 affords each Party the opportunity within reasonable time limits to make submissions to him on the representations of the other; and

3.2.5 notifies the Parties of his decision, with reasons as quickly as practicable.

3.3 The fees and expenses of the Expert including the cost of his nomination shall be borne equally by the Parties who shall bear their own costs as to the submission and determination of the dispute or difference by the Expert, save as where otherwise directed by the Expert.

3.4 The Expert's determination is to be conclusive and binding on the Parties except where there is fraud or a manifest error or on a matter of law.

Schedule 4 - Acceptances

1 The Parties acknowledge that the invoicing requirements as defined in Schedule 1 (Charging and Payment) require a structure to evidence the Acceptance Criteria have been achieved, in order to trigger the release of any Retention.

2 This Schedule outlines the process for evidencing that the Acceptance Criteria have been achieved for any Deliverables and for dealing with any delays, problems and failures to meet the Acceptance Criteria and any subsequent rectification requirements arising out of the subsequent identification of defects relating to the same.

3 Acceptance Form

3.1 On the first Business Day of each month, the Supplier will issue an acceptance form to Client listing claims for Retention release arising in the preceding calendar month (the **Acceptance Form**), together with evidence confirming the same.

3.2 Claims for Retention release included in an Acceptance Form can incorporate any of the following:

(a) individual Deliverables from an approved Statement of Work that have fulfilled the Acceptance Criteria and been Accepted by Client in accordance with the process outlined below;

(b) any Approved Additional Activity where the Parties have agreed that this activity will not be incorporated into a Statement of Work and Retention release has been Accepted by Client in accordance with the process outlined below.

3.3 Client shall have 3 (three) Business Days from receipt of the Acceptance Form to confirm agreement or to challenge the inclusion or value of any individual items on the Acceptance Form.

4 Acceptance criteria

4.1 Separate Acceptance Criteria are applied to Approved Additional Activity and any Deliverables arising under a Statement of Work, with the Parties also identifying 4 different Deliverable Types within a Statement of Work as follows: Documentary, Systems, Testing and Input and Engagement.

4.2 The Acceptance Criteria for each of the above is set out below, with any specific additional or alternative Acceptance Criteria for each Deliverable Type to be called out in the applicable Statement of Work.

5 Acceptance of Approved Additional Activity

5.1 Where the Parties agree that activity undertaken under an Approved Additional Activity has been completed but there is no intention for this activity to be incorporated into a Statement of Work, then the Supplier can submit a claim to Client that Acceptance should be confirmed, allowing for the Retention to be released.

5.2 In such circumstances, the Supplier should detail the activity for which Acceptance is being claimed, supported by the underlying analysis of time incurred (applying the agreed Rate Card) and any External Costs incurred.

5.3 Within five (5) Business Days of receipt of such notification in accordance with Paragraph 5.1, Client will notify the Supplier in writing to the Nominated Supplier Representative confirming that the Approved Additional Activity is Accepted or, if it is not Accepted, providing full details of the reasons why and detailing the steps that need to be taken in order for the Approved Additional Activity to meet the Acceptance Criteria and be Accepted. Where Client has not notified the Supplier within such five (5) Business Days, the Supplier shall issue a notice to Client of its failure to provide such notification after which Client shall have a further five (5) Business Days to confirm in writing that the Approved Additional Activity is Accepted or, if it is not Accepted, providing full details of the reasons why. If the Supplier receives no response from Client after the additional five (5) Business Days, Client shall be deemed to have Accepted the Approved Additional Activity, and they will be deemed Accepted.

6 Documentary Deliverables

6.1 For Documentary Deliverables, the Acceptance Criteria are that any document is:

6.1.1 in the format and structure agreed between the Parties;

6.1.2 fit for purpose in the context of any overriding Development Project;

6.1.3 in accordance with what would be expected to be provided by a Supplier acting in accordance with Good Industry Practice;

6.1.4 reflects the relevant Deliverables as described in the Deliverables Schedule of any Statement of Work; and

6.1.5 meets any requirements of Client made known to the Supplier or which the Supplier ought reasonably to have been aware of acting in accordance with Good Industry Practice.

(together the **Documentary Deliverable Acceptance Criteria**)

6.2 When the Supplier believes a Documentary Deliverable has been delivered and meets the Documentary Deliverable Acceptance Criteria, it will notify Client, by providing written notification to the Nominated Client Representative.

6.3 Within ten (10) Business Days of receipt of such notification in accordance with Paragraph 6.2, Client will notify the Supplier in writing to the Nominated Supplier Representative confirming that the Documentary Deliverable is Accepted or, if it is not Accepted, providing full details of the reasons why Client does not consider the Documentary Deliverable to meet the Documentary Deliverable Acceptance Criteria and therefore has not been Accepted and detailing the steps that need to be taken in order for the Documentary Deliverable to meet the Documentary Deliverable Acceptance Criteria and be Accepted. Where Client has not notified the Supplier within ten (10) Business Days, the Supplier shall notify Client of its failure to provide such notification after which Client shall have a further five (5) Business Days to confirm in writing that the Documentary Deliverable is Accepted or, if it is not Accepted, providing full details of the reasons why Client does not consider the Documentary Deliverable to meet the Documentary Deliverable Acceptance Criteria and therefore has not been Accepted and detailing the steps that need to be taken in order for the Documentary Deliverable to meet the Documentary Deliverable Acceptance Criteria and be Accepted. If the Supplier receives no response from Client after the additional five (5)

Business Days, Client shall be deemed to have Accepted the Documentary Deliverable, and the Deliverable will have been achieved.

7 Acceptance of System Deliverables

7.1 For Systems Deliverables, the Acceptance Criteria are that the relevant development work has been undertaken and the Systems Deliverable has been delivered and has successfully passed sufficient unit testing (or such other testing activity) as agreed in advance between the Parties as the applicable test strategy or test driven development activity or other agreed activity to confirm it is performing in accordance with the agreed product and design documentation agreed between the Parties and meets the requirements of Client with regard to the purpose of the Services [and any overriding Development Project] (the **System Deliverables Acceptance Criteria**).

7.2 If at any time the Supplier considers that the System Deliverable Acceptance Criteria have been achieved for any of the System Deliverables then:

7.2.1 the Supplier will inform Client when it believes any System Deliverable has fulfilled its System Deliverable Acceptance Criteria; and

7.2.2 both Parties will agree to progress the relevant System Deliverable on a timely basis into the next stage of the testing process as set out in the applicable Statement of Work entered into or to be entered into between the Parties in respect of further testing activity.

7.3 Within twenty (20) Business Days of the Supplier reporting to Client that the System Deliverable Acceptance Criteria have been fulfilled for a System Deliverable, then Client will notify the Supplier in writing confirming that the System Deliverable is Accepted or, if it is not Accepted, will provide:

7.3.1 the reasons why Client does not consider the System Deliverable to meet the System Deliverable Acceptance Criteria, detailing the steps that need to be taken in order for the System Deliverable to meet the System Deliverable Acceptance Criteria and to be Accepted; or

7.3.2 a request for evidence of the results of the testing undertaken by the Supplier, highlighting the reasons that the results of this testing are being challenged.

7.4 Client shall be deemed to have Accepted the System Deliverable if it does not raise a challenge to the Supplier within the said twenty (20) Business Days from receipt of the Supplier's notification that the System Deliverable Acceptance Criteria have been fulfilled.

7.5 If a challenge to the fulfilment of the System Deliverable Acceptance Criteria is raised by Client then the Parties shall work together in good faith to resolve the challenge. However, if the Parties cannot reach agreement as to the fulfilment of the System Deliverable Acceptance Criteria, or if in any case no agreement has been reached within thirty (30) Business Days of notification of a challenge, then either Party may escalate the matter in accordance with the Escalation and Dispute Resolution Procedure.

8 Acceptance of Testing Deliverables

8.1 Testing Deliverables need to be undertaken in accordance with an agreed Test Plan and Test Approach, with any Changes to the Test Plan or Test Approach being agreed between the Parties in accordance with the Change Control Process.

8.2 For Testing Deliverables, Acceptance will occur when the Supplier evidences in a test phase completion report for the relevant distinct execution phase for that Deliverable that the required testing outlined in the Test Plan has been successfully completed and that either the agreed test conditions have not been marked as failed, or, where any agreed test conditions have been marked as failed, these have been successfully remediated where such remediation is required in accordance with the principles set out in any pre agreed defect process or delivered within any pre agreed tolerance (the **Testing Deliverables Acceptance Criteria**).

8.3 If the Supplier considers that the Testing Deliverables Acceptance Criteria have been achieved for any of the Testing Deliverables then:

8.3.1 the Supplier will inform Client when it believes any Testing Deliverable has fulfilled the Testing Deliverables Acceptance Criteria; and

8.3.2 the Supplier will submit to Client the test phase completion report that evidences the successful completion of the necessary test conditions to support fulfilment of the Acceptance Criteria.

8.4 Within twenty (20) Business Days of the Supplier reporting to Client that the Testing Deliverables Acceptance Criteria have been fulfilled for a Testing Deliverable, then Client will notify the Supplier in writing confirming that the Testing Deliverable is Accepted or, if it is not Accepted, will provide:

8.4.1 full details of the reasons why Client does not consider the Testing Deliverable to meet the Testing Deliverables Acceptance Criteria, detailing the steps that need to be taken in order for the Testing Deliverable to meet the Testing Deliverables Acceptance Criteria and to be Accepted; or

8.4.2 the reasons that the results outlined in the supporting test phase completion report are being challenged.

8.5 Client shall be deemed to have Accepted the Testing Deliverable if it does not raise a challenge to the Supplier within twenty (20) Business Days in accordance with Paragraph 8.4 from receipt of the Supplier's notification that the Testing Deliverables Acceptance Criteria have been fulfilled.

8.6 If a challenge to the fulfilment of the Testing Deliverables Acceptance Criteria is raised by Client in accordance with Paragraph 8.4 then the Parties shall work together in good faith to resolve the challenge. However, if the Parties cannot reach agreement as to the delivery of the Testing Deliverables Acceptance Criteria, or if in any case no agreement has been reached within thirty (30) Business Days of notification of a challenge, then either Party may escalate the matter in accordance with the Escalation and Dispute Resolution Procedure.

9 Input and Engagement Deliverables

9.1 Input and Engagement Deliverables outlined within any particular Statement of Work will be deemed to have been Accepted once all other Deliverables for that Statement of Work have been accepted or earlier if agreed in writing between the Parties.

10 New categories of Deliverable

10.1 The Parties agree that this Schedule 4 only describes the Acceptance Criteria to be applied to those categories of Deliverable known to the Parties at the time of entering into this Framework Agreement, being Documentary Deliverables, Systems Deliverables and Testing Deliverables. The Acceptance Criteria for any new categories of deliverable identified after the Framework Agreement Signature Date shall be agreed between the Parties through the Change Control Process and incorporated into this Schedule.

11 Failures to meet Deliverable requirements or subsequent fault

Failure to achieve Deliverable requirements

11.1 Both Parties acknowledge and agree that the consequences of any failure of a Deliverable to meet the Acceptance Criteria and be Accepted and the consequences of any delay or failure by the Supplier to meet a Delivery Date should be considered in accordance with this Paragraph 11.

11.2 The Supplier shall use all reasonable endeavours to perform each of the tasks identified in the applicable Statement of Work, and to provide each of the Deliverables by the applicable Delivery Date assigned to the particular Deliverable in accordance with the Deliverables Schedule.

11.3 In order to assist the Supplier in meeting its obligations under Paragraph 11.2 above, Client shall perform any Client Work Order Obligations identified as such in any Client Work Order Obligations Schedule in the applicable Statement of Work and shall co-operate with the Supplier in good faith and will provide all reasonable assistance and information to the Supplier and comply with all Client Obligations.

11.4 If, at any time, any of the Deliverables fail to meet the applicable Acceptance Criteria in accordance with this Schedule, or the Supplier becomes aware that any Deliverable will not (or is unlikely to), meet the applicable Acceptance Criteria, (a **Failure**), or any of the Deliverables are not delivered by the relevant Delivery Date or the Supplier becomes aware that it will not (or is unlikely to) deliver a Deliverable by the Delivery Date (a **Delay**) or if at any time the Supplier becomes aware of any issues that could have a detrimental impact on the performance of the Services, the Deliverables [or any Development Project] (a **Detrimental Issue**), the Supplier shall immediately notify Client of the fact of the Delay or Failure (to the extent Client is not already aware) or Detrimental Issue, the reasons for the Delay or Failure or Detrimental Issue, the consequences of the Delay or Failure or Detrimental Issue for the rest of the Deliverables [and the Development Project] and how the Supplier proposes to mitigate or avoid the Delay or Failure or Detrimental Issue, and the Parties shall follow the process set out in paragraph 11.5 onwards. If Client becomes aware or suspects that a Deliverable will not be delivered by the relevant Delivery Date or will not meet or has not met the applicable Acceptance Criteria, or becomes aware of any Detrimental

Issue, Client shall notify the Supplier and the Parties shall follow the process set out in paragraph 11.5 onwards.

11.5 Following receipt of any notification by either Party under Paragraph 11.4 above of a Delay or Failure or Detrimental Issue, or otherwise where there is any failure to meet the relevant Acceptance Criteria or Delivery Dates or where any performance or quality issues are identified by either Party, or when any Detrimental Issues arise at any time then regardless of the cause of any Delay, Failure or Detrimental Issue, the Supplier shall consider such matters and take all reasonable steps to minimise, recover from, address and mitigate the consequences of the Delay, Failure or Detrimental Issue without incurring unreasonable costs or accruing unreasonable Charges, and shall forthwith propose and liaise with Client as appropriate to identify and undertake such remediation and corrective activity and where appropriate a temporary workaround as it reasonably judges necessary in a timely manner, for example to enable the Deliverables to fulfil the Acceptance Criteria or any Delivery Date and/or to carry out repeat testing activity where agreed with Client, provided that where the costs of any mitigating activity are material, written approval from Client will be required in advance. The Parties shall promptly undertake a formal review (**Implementation Review**) either by calling an exceptional review meeting or, where appropriate, at the next Work Order Management Meeting and the Parties shall discuss the point identified, determine any impact on the Deliverables, Delivery Dates and the remainder of the Development Project, and Client shall require the Supplier to carry out, or shall approve the Supplier's proposals for carrying out, any required remedial or corrective action to eliminate or mitigate the consequences of the Delay, Failure or Detrimental Issue (**Agreed Implementation Remedial Action**). Where appropriate, any changes shall be agreed through the Change Control Process. For the avoidance of doubt, any changes agreed to the Deliverables as a result of any Delay, Failure or other Detrimental Issue shall not prejudice Client's right to bring a Costs Claim relating to such Delay, Failure or Detrimental Issue.

11.6 Once any corrective or remedial action is agreed, the Supplier shall undertake the agreed remediation and corrective work within the agreed timescales, and the provisions of this Framework Agreement shall apply to such Services.

11.7 Whether or not any Delay, Failure or Detrimental Issue is caused (either wholly or partially) by the Supplier failing to comply with any of its obligations under any Statement of Work or the Framework Agreement, or otherwise due to the acts or omissions of the Supplier, the Supplier shall be entitled to be paid the Charges in respect of any approved remedial activity or Agreed Implementation Remedial Action applying the Rate Card on a time and materials basis pending agreement of any Costs Claim that might be brought by Client in accordance with Paragraph 11.8 below.

11.8 Where any Delay, Failure or Detrimental Issue, or the need for any remedial activity is caused by the Supplier, either wholly or partially, then given the ability for the Supplier to charge for any such activity undertaken by applying the Rate Card, Client can submit a Costs Claim in accordance with this paragraph 11.8 to be reimbursed for all (or a proportionate part) of such Charges proportionate to the extent any Delays, Failures or Detrimental Issues or the need for such additional or remediation activity was caused by the Supplier. Both Parties acknowledge that where Client incurs any loss or expense or incurs costs, expenditure or charges (including the Charges) that it would not otherwise have incurred as a result of any Delay, Failure or Detrimental Issue, either as a result of the need to pay the Charges for activity undertaken to mitigate the consequences of the Delay, Failure or Detrimental Issue outlined in Paragraph 11.5 above (**Mitigation Costs**) or as a result of costs directly incurred or suffered by Client as a result of such Delay, Failure or Detrimental Issue, then Client shall be entitled to be reimbursed for such costs, expenditure or charges (including the Charges) by the Supplier proportionate to the extent to which the Supplier is responsible for the Delay, Failure or Detrimental Issue subject to the liability caps for each Party detailed in the Framework Agreement. Where a Delay, Failure or Detrimental Issue is attributable in part to the Supplier and in part to Client, the Parties shall negotiate in good faith and agree a fair and reasonable apportionment of responsibility for the Delay, Failure or Detrimental Issue subject to the liability caps for Client and the Supplier detailed in the Framework Agreement. The amount of any such Costs Claim shall be agreed by the Work Order Management Meeting or, if required through the Escalation and Dispute Resolution Procedure. For the avoidance of doubt, any act or omission of a third party supplier to either Party identified in any applicable Statement of Work shall be considered to be an act or omission of such Party for the purposes of this Paragraph.

11.9 When assessing the proportionate fault of each Party in relation to any Costs Claim, the Parties shall act reasonably and in good faith, reflecting all relevant circumstances including the extent to which each Party (or any Supplier Group Company, Approved Sub-Contractor, Supplier Personnel or Client Group Company) caused or contributed to the failure and after considering the nature and cause of the issue, including a consideration of the extent to which the actions of any Client personnel have contributed to the issue through their active involvement and engagement with the programme as referenced in the Recitals, acknowledging that Client personnel have been integrated into the programme in order to develop their knowledge and expertise in the platform, but as such they may have the potential to influence the output and delivery of the programme and therefore any assessment of proportionate fault should consider the relative roles and responsibilities of both Client personnel and Supplier Personnel, the extent to which either Party should have highlighted issues to the other at an earlier stage or mitigated issues at an earlier stage, and the extent to which the fault has arisen due to issues with the quality of the work undertaken that Client would have not reasonably been expected to identify from their level of engagement and oversight management of the programme.

11.10 Where Client considers the Supplier has wholly or partly caused any Delay, Failure or Detrimental Issue and wishes to bring a Costs Claim, Client shall provide a written notification to the Supplier stating it wishes to bring a Costs Claim and identifying the relevant Delay, Failure or Detrimental Issue the Costs Claim relates to, the costs and Charges arising or which it believes have arisen in respect of that fault or issue or in respect of other costs arising directly or indirectly as a result of the same, its assessment of the proportionate fault of the Supplier with reasoning to support the same, and the amount it is claiming as a result of the Costs Claim which shall be calculated by applying the proportionate fault percentage attributed to the Supplier to the overall total costs, losses and Charges arising in respect of such claim.

11.11 Within seven (7) Business Days of receiving any Costs Claim submitted in accordance with Paragraph 11.10 above, the Supplier shall respond either confirming agreement to the Costs Claim, or if it disagrees with any element of the Costs Claim, setting out the reasons why, following which the Parties shall meet to discuss and agree the amount of proportionate fault in order to finalise any Costs Claim. If no response is received from the Supplier within seven (7) Business Days, the Costs Claim shall be deemed accepted and Client may submit an invoice to the Supplier for the amount of the Costs Claim.

11.12 Where Client considers at any time that the Supplier may have caused any Delay, Failure or Detrimental Issue (wholly or in part) and therefore that it may be entitled to bring a Costs Claim, but in circumstances where Client does not know the extent to which each Party is responsible for the cause of the Delay, Failure or Detrimental

Issue, or does not know the quantum of Charges relating to the rework/remediation activity linked to such Delay, Failure or Detrimental Issue, Client may notify the Supplier that it wishes to bring a Costs Claim and that an investigation and assessment of proportionate fault and the amount of costs attributable to the same is required, and the Supplier shall provide all requested assistance in respect of the same with all due diligence to enable the Costs Claim to be properly assessed and agreed to enable Client to submit a formal Costs Claim.

11.13 The Parties shall act reasonably in agreeing any Costs Claim, and once agreed, the Supplier shall reimburse Client for any agreed amounts due within thirty (30) Business Days of agreement being reached on the amounts due, or, if the Supplier fails to do so, Client may set off such amounts against Charges due to the Supplier. If the Parties are unable to agree any Costs Claim, either Party may escalate the matter in accordance with the Escalation and Dispute Resolution Procedure. Any Retention applied as a result of a failure to meet the Acceptance Criteria shall be considered as part of agreeing the relevant Costs Claim, but shall not be considered to discharge the Supplier's liability in respect of any such Costs Claim. For the avoidance of doubt, where the Costs Claim against the Supplier is less than the Retention withheld in respect of a Deliverable that has not fulfilled the Acceptance Criteria, then the Supplier can submit a claim for the value of Retention in excess of the Costs Claim.

11.14 If agreement cannot be reached with regard to any discussions relating to a Costs Claim, then either Party may escalate the matter in accordance with the Escalation and Dispute Resolution Procedure.

11.15 Upon becoming aware of any Delay, Failure or Detrimental Issue in circumstances where Client is aware that the Supplier has caused the Delay, Failure or Detrimental Issue (wholly or in part) and therefore that Client may wish to bring a Costs Claim, Client shall endeavour to notify the Supplier that there is a possibility it may wish to bring a Costs Claim in relation to such Delay, Failure or Detrimental Issue. However, Client shall not be required to do so and any failure to notify the Supplier in advance of any Costs Claim shall not prejudice Client's ability to bring such Costs Claim at a later date, noting in particular that the immediate priority would be to mitigate and remediate the same, and that it may not become apparent until a later date which Party was responsible for any such Delay, Failure or Detrimental Issue, or the proportionate fault of the Parties, and accordingly there shall be no time limit in respect of any such Costs Claim.

Identification of subsequent fault

11.16 The Parties acknowledge that given the manner in which the output will be utilised in the development of a system that will be utilised by Client, any faults may only become apparent as the impact on the broader system delivery is realised. Without prejudice to Client's ability to bring a Costs Claim at any time, if following fulfilment of any Acceptance Criteria, (where relevant), a material issue is identified by Client as part of a later stage of testing (or subsequent rehearsal activities) then, to the extent Client reasonably considers the issue to have arisen as a result of a defect in the Deliverables in any applicable Statement of Work or a failure of the Supplier to perform the Services in accordance with this Framework Agreement or the Statement of Work, then:

11.16.1 Client shall promptly report such issue to the Nominated Supplier Representative, providing full details of the reasons why Client considers that there is a material defect in the Deliverable (a **Defect Notice**);

11.16.2 both Parties shall then meet within five (5) Business Days of such Defect Notice being issued to consider the matter in good faith and to assess whether it is agreed that there is a defect in the Deliverable in the relevant Statement of Work, if so the reason for such defect and regardless of cause the proposed actions required to rectify the defect if it is reasonable to expect rectification to be required in line with any pre agreed defect process (the **Rectification Plan**);

11.16.3 if a Rectification Plan is agreed, then the Parties shall discuss in good faith the reasons for the fault and which Party should bear the costs of rectification, depending on the extent to which each Party is responsible for the defect;

11.16.4 if following consideration of a Defect Notice the Parties are unable to agree within a reasonable time-frame (defined with reference to the nature of the Defect) that a defect has arisen, or have been unable to agree a Rectification Plan where required, or are unable to agree on the reasons for the defect or who should bear the costs of rectification, then either Party may escalate the matter in accordance with the Escalation and Dispute Resolution Procedure; and

11.16.5 if a Rectification Plan is agreed then the Parties need to agree whether this will be undertaken under this Framework Agreement as a separate Statement of Work agreed between the Parties or as a Change Control Note against the original Statement of Work under which the original Deliverable was undertaken, with this to be drafted and agreed between the Parties, acting reasonably, to define the scope of works, the related Deliverables of the Supplier and obligations of Client and the Charges payable to the Supplier reflecting the proportionate fault of each Party, acknowledging that any defect may result in a requirement for amendments, revisions or rework of subsequent linked Deliverables and therefore any Costs Claim should reflect the proportionate costs of resolving any impact on such linked Deliverables.

11.17 If Client has not reported a defect to the Supplier, through the submission of a Defect Notice, within six (6) months of the commencement of the relevant next stage of testing activity for such Deliverable, (or, if there is no subsequent stage of testing activity or where testing is not applicable, within 6 months of Acceptance), then the Supplier will have no obligation or liability under the relevant Statement of Work or this Framework Agreement or otherwise in respect of such defect and any rectification requirement would need to be agreed between the Parties either through Schedule 2 (Change Control Process) or otherwise by agreement between the Parties, as appropriate, with all relevant costs relating to the same to be paid for by Client unless otherwise agreed.

Schedule 5 – Statement of Work Pro Forma

Dated 202[ ]

STATEMENT OF WORK [*insert SOW number*]

[*insert SOW title*]

Incorporating the Framework Agreement for Services

dated [ ] 2026

THIS STATEMENT OF WORK is dated [202[ ]

BETWEEN:

(1) **Client [<>]Limited**, incorporated and registered in <> with company number <>, whose registered office is at <> (**Client**);

(2) **Be-IT Projects Limited**, a company incorporated in Scotland (company number SC660254), whose registered office is at 4 Queen Street, Edinburgh, Scotland, EH2 1JE (**Supplier)**;

together the **Parties** and each a **Party**.

Recitals

A On [date] the Supplier and Client entered into a Framework Agreement headed Framework Agreement for services.

B The Framework Agreement provides that Client and the Supplier may enter into a contract for the performance of Services relating to specific Deliverables by entering into a Statement of Work.

C The Supplier has agreed to provide, and Client has agreed to pay for, certain Services and the Parties are entering into this Statement of Work to record the terms on which such Services will be provided and the associated Charges (incorporating the terms of the Framework Agreement).

It is agreed:

1. All provisions of the Framework Agreement are incorporated into and shall apply to this Statement of Work except as expressly varied or amended in section 8 of this Statement of Work (Variations to the Framework Agreement ("Permitted Variations")).

2. All defined terms used in this Statement of Work shall have the meaning given to those terms in the Framework Agreement, unless otherwise defined in this Statement of Work.

3. In the event of any conflict between any documents or provisions contained in this Statement of Work and those contained in the Framework Agreement, the conflict shall be resolved in accordance with the order of precedence set out in Clause 4 (Precedence of Terms and Permitted Variations) of the Framework Agreement.

4. This Statement of Work shall be deemed to be effective from the Statement of Work Start Date.

Executed as a deed and delivered on the date appearing at the beginning of this deed.

Executed as a deed by)

Client [<>]Limited) …………………………………

acting by a director in the presence of:) Director

Signature of witness: ………………………………………….

Name of witness: ………………………………………….

Address: ..……………………………………………

Date:……………………………………………………………

Executed as a deed by)

Be-IT Projects Limited) …………………………………

acting by a director in the presence of:) Director

Signature of witness: ………………………………………….

Name of witness: ………………………………………….

Address: ..…………………………………………..

Date:…………………………………………………………….]

1. Key SOW details

Statement of Work number	SOW [*insert number*]
Statement of Work Signature Date	[*insert date of countersignature*]
Statement of Work Title	[*insert title of SOW from front cover*]
Statement of Work Start Date	[*insert start date for SOW.] Note: this may be prior to the date of signature of the SOW where work has previously been undertaken on a time and materials basis]*]
Statement of Work End Date	means the later of [ ] or the date all Deliverables that are subject to Acceptance Criteria have been Accepted
Nominated Supplier Representative	[*insert name*]
Nominated Client Representative	[*insert name*]
Version number	V[ ]
Statement of Work Limit	*[insert total cap on the charges for this Statement of Work]*
Agreed Limit	*[insert cap on the amount of approved additional activity that can be undertaken under this Statement of Work*]

2. Background

2.1 The Parties entered into a Framework Agreement dated [ ] which establishes the contractual framework for the supply of services by the Supplier to Client. The Supplier and Client agree that Client may nominate an Affiliate as a beneficiary of such services.

2.2 Clause 2.4 of the Framework Agreement provides that Client and the Supplier may enter into a contract for the performance of Services related to specific Deliverables, and in such cases the Parties shall execute a Statement of Work incorporating the terms of the Framework Agreement (saved as varied for the purposes of such Statement of Work pursuant to a Permitted Variation).

2.3 This Statement of Work, together with the terms of the Framework Agreement incorporated therein, constitutes a separate independent standalone contract for the Services.

3. Incorporation of the Framework Agreement

3.1 The Supplier and Client hereby acknowledge and agree that they are bound by and subject to all obligations of, and terms and conditions, applicable to either Supplier or

Client, as applicable, set forth in the Framework Agreement, which shall be fully incorporated into, and form part of this Statement of Work (except as expressly varied or amended in section 8 of this Statement of Work (Variations to the Framework Agreement (Permitted Variations)) for the purposes of this Statement of Work.

3.2 The appendices and documents referred to in this Statement of Work are an integral part of this module and any references to this Statement of Work includes a reference to such appendices and documents.

3.3 This Statement of Work, together with the Framework Agreement incorporated therein, and all parts thereof, including the Schedules and appendices of each and any documents incorporated by reference, constitutes the complete contract between the Parties with respect to the services described within this Statement of Work.

3.4 Any conflict or inconsistency between the terms of this Statement of Work and the terms set out in the Framework Agreement will be resolved in accordance with Clause 4 of the Framework Agreement (Precedence of Terms).

4. Definitions and Interpretation

4.1 The Parties agree that, in this Statement of Work, (incorporating the terms of the Framework Agreement) capitalised terms used within this Statement of Work shall have the meanings set out within the Framework Agreement, unless separately defined within this Statement of Work.

5. Description of Services and duration of Statement of Work

5.1 The Supplier has agreed to provide certain services to Client as outlined in this Statement of Work in return for the Charges. The Parties are therefore entering into this Statement of Work, which incorporates the terms of the Framework Agreement, to form a contract for the supply of such Services.

5.2 This Statement of Work shall commence on the Statement of Work Start Date and shall, subject to earlier termination in accordance with the provisions of this Statement of Work, continue until the Statement of Work End Date, at which point this Statement of Work will automatically terminate without prejudice to any provisions of this Statement of Work which are expressly or impliedly intended to survive termination and without affecting the ongoing validity of the Framework Agreement.

5.3 The Statement of Work shall summarise for each Deliverable the expected number of days required for completion and the related cost determined by applying the Rate Card to the resource profile that the Supplier considers will need to be utilised, with supporting detailed analysis by role/rate to be provided.

6. Deliverables

6.1 The Supplier will deliver the Deliverables detailed in the Deliverables Schedule by the Delivery Date, as may be amended from time to time with the agreement of both Parties in accordance with the Change Control Process.

6.2 Schedule 4 (Acceptances) of the Framework Agreement sets out the Acceptance Criteria and Acceptance Procedures for each Deliverable Type (to the extent such Deliverable Type is subject to Acceptance Criteria), as well as the process for dealing with any delays, problems or failures relating to any Deliverables, and any failure to meet the Acceptance Criteria, where applicable.

6.3 Any additional requirements relating to the Deliverables in addition to the provisions of the Framework Agreement are set out below.

[No additional requirements / [ ]]

*[**Drafting Note for the Parties – to be removed prior to signature**: The acceptance schedule contains the generic provisions but anything service specific not covered within Schedule 4 should be called out above]*

6.4 The Parties acknowledge and understand that identification of the Deliverable Type for each Deliverable within the Deliverable Schedule is required to ensure the appropriate Acceptance Procedures as defined in Schedule 4 can be applied.

7. Charges and Payment

7.1 Client shall pay the Supplier the Charges in accordance with Clause 7 and Schedule 1 (Charging and Payment) of the Framework Agreement.

7.2 The Charges for this Statement of Work shall comprise the Charges calculated by applying the Rate Card to time properly spent in the performance of the Services and the Deliverables pursuant to this Statement of Work up to the Statement of Work Limit (including Programme Management Costs), the External Costs and any Approved Additional Activity Costs up to the Agreed Limit.

8. Variations to the Framework Agreement for the purposes of this SOW (Permitted Variations).

8.1 Clause 4.1 of the Framework Agreement provides that, in any Statement of Work, the Parties may expressly agree certain variations to the Framework Agreement (as incorporated into any Statement of Work) solely for the purposes of such Statement of Work.

8.2 ***[Drafting Note for the Parties – to be removed prior to signature - choose one of the following optional clauses as appropriate depending whether any amendments are being made to the Framework Agreement. If amendments to the Framework Agreement are being made pursuant to this Statement of Work, please provide a copy to the Legal Team prior to circulating]***

[Further to Paragraph 8.1 above, the Parties agree that the Framework Agreement (as incorporated into this Statement of Work) shall be deemed to be expressly varied as set out in this Paragraph 8 solely for the purposes of this Statement of Work but not otherwise and that all variations set out within this Paragraph 8 shall constitute Permitted Variations within the meaning of Clause 4.1 of the Framework Agreement:

OR

[Further to Paragraph 8.1 above, the Parties confirm there are no Permitted Variations within the meaning of Clause 4.1 of the Framework Agreement for the purposes of this Statement of Work. Accordingly, the Parties agree that the Framework Agreement shall be incorporated into this Statement of Work in its entirety without amendment.]

Appendices to this Statement of Work

Appendix 1 – Deliverables Schedule

Appendix 2 – Client Work Order Obligations Schedule

Appendix 1 – Deliverables Schedule

Client may request to review any work performed in relation to any Deliverable described in this Appendix 1 – Deliverables Schedule at any time, by sending the Supplier an email request (**Deliverable Review Request**) and the Supplier shall submit to Client all the information as reasonably requested by Client as set out in the Deliverable Review Request within five (5) Business Days of such request being received.

Number	Deliverable	Deliverable Description	Deliverable Type (Note 1)	Start Date	Delivery Date	Client Obligation (reference)	Total expected time required for delivery (in man days)	Total expected cost for delivery	Acceptance Status on [*insert date* Note 2]

External Costs [£]

Approved Additional Activity [£]

Drafting Notes

Note 1: The Deliverables Type must be completed for each deliverable as this will determine the acceptance criteria to be applied, to each deliverable

Appendix 2 – Client Work Order Obligations Schedule

All documents and templates to be provided as part of this Appendix 2 (Client Work Order Obligations) are to be final versions, with any subsequent changes to be agreed through the Change Control Process

Number	Task	Client Obligation	Delivery date (note 1)	Linked Deliverables Reference

Drafting Note
Note 1: Parties to ensure all delivery dates for Client obligations are sufficiently ahead of the delivery date for any related deliverables
Note 2: All the data fields require populating

Schedule 6 – Business Continuity Plan

Schedule 7– Screening Requirements

Further to the requirement in Clause 10.2 of the Framework Agreement, the Supplier will carry out the identity verification and other vetting checks as set out in this Schedule 7 (Screening Requirements) for all individual Supplier Personnel before any such Supplier Personnel commences the performance of any Services, and shall only permit Supplier Personnel who have met the necessary standards to perform the Services.

The Supplier shall provide a completed copy of the below Screening Attestation to Client before any member of the Supplier Personnel commences performance of the Services to confirm that the screening checks have been carried out and have met the necessary standards.

To be completed on Company Letter-headed Paper

Security Screening Attestation
Company Name:
Registered Office:
As part of Client's security measures, we require all third party suppliers to vet all personnel before they are provided with unsupervised access to Client sites, or any site belonging to any Group Company.

Please complete the following to attest that the required screening checks have been completed, and the named individual has passed all checks with no issues arising.

Name of individual for whom checks have been completed	
Date from which their site access is required	
Be-IT Projects Ltd Contact Name:	
Be-IT Projects Ltd Contact Email	
Be-IT Projects Ltd Contact Telephone	

Required Screening	**Completed (please tick)**	
1. Legal Right to Work	Yes	No
2. Identity Check	Yes	No
3. Proof of Address (last 5 years)	Yes	No
4. Credit Reference Check	Yes	No
5. Sanctions Check	Yes	No

6. Criminal Records Check (Basic Disclosure)	Yes	No
7. Employment/Activity History (last 5 years)	Yes	No

I confirm that the Security Screening checks above have been conducted and successfully completed on the above mentioned individual.	
Signed: (hand signature)	
Name:	
Position:	
Date:	
Date received by Client:	

If any of the tick boxes above have stated "No" please state the reasons why below

Appendix 1 - Screening Checks Guidance:

1.1 – Legal Right to Work

Confirmation of the individual's eligibility to work within the UK should be ensured by requesting a copy of the individual's current or recently expired passport. If the individual provides an expired passport as part of their eligibility to work within the UK, then a copy of their full/short Birth Certificate is also required.

If an individual does not have a passport, a full birth certificate can be accepted when accompanied by a National Insurance card or a document displaying their National Insurance number.

> Where applicable, a work permit, VISA or original copies of such other document from a Governmental or statutory body, which confirms the individual is entitled to stay and work in the UK should be requested and viewed.

1.2 – Identity Check

Confirmation of the individual's identity should be ensured by requesting sight of their current passport/Government authorised identity papers or full/provisional driving licence, showing a photograph of the applicant and their name.

If an individual's name on the passport and or driving licence to any other documentation provided, documented evidence should be provided by the individual in the form of a Deed Poll certificate, marriage certificate or divorce papers (if appropriate) to verify the discrepancy in the name.

1.3 – Address Verification

Documentary evidence of the individual's **current** and previous addresses over the last five (5) years must be obtained to prove that the person resides at a fixed abode.

1.4 – Credit Reference Check

> A credit reference check must be conducted in relation to the individual through a recognised credit reference agency.
>
> In the event the check identifies that the individual has previously been known by another name, a check should be conducted on all names. Where the check indicates that the individual has been registered at a different address, a check should be conducted on all addresses.

If a credit check identifies any adverse credit in regards to settled/unsettled defaults, this must be referred to your Client representative for further guidance.

Individuals with any settled or unsettled County Court judgements (or similar judgements from any other court), Individual Voluntary Arrangements or Bankruptcies will be deemed to have failed the Security Screening.

1.5 - Sanctions Check

A check in relation to the candidate must be made via OFAC (Office of Foreign Assets Control) and HM Treasury websites to ensure that the individual does not appear on the list of names on the Database of Financial Sanctions and Terrorists, fight aggression, terrorism, criminal behaviour or violations of Human Rights.

1.6 - Criminal Record Checks

A Basic Criminal Record Check must be undertaken.

Should a report identify an unspent conviction under the Rehabilitation of Offenders Act 1974, the individual will be deemed to have failed the Security Screening.

1.7- Employment / Activity History

Employment references or other forms of documentation, such as payslips / Accountants Letter / Department of Work and Pension documentation / Education Certificates / travel documents must be obtained to confirm activity over the previous five (5) years.

Gaps in employment of over one (1) month duration within the referencing period must be verified.

Schedule 8 - Employment

1.1 For the purposes of this Schedule 8, "TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as updated, amended or replaced from time to time.

1.2 As of the Framework Agreement Start Date, the Parties do not anticipate that any employees of either Party will transfer to the other on the entering into or termination of this Framework Agreement or any Statement of Work or the point at which the Supplier ceases to provide any Services (for any reason).

1.3 If, notwithstanding Paragraph 1.2, TUPE applies on or in connection with the expiry or termination of this Framework Agreement or any Statement of Work, or the termination of all or any part of the Services, or any reduction in the Services (howsoever occurring) with the effect that all employees of the Supplier assigned to the Services immediately before the relevant transfer shall automatically transfer their employment by operation of law under TUPE to Client or a successor supplier (**Successor Supplier**), (each an **Exit Transferring Employee**), then:

1.3.1 Client or Successor Supplier shall promptly notify the Supplier of such Exit Transferring Employees and, within ten (10) Business Days of receipt of such notification (the **Exit Offer Period**) the Supplier may make an offer of employment to such Exit Transferring Employee;

1.3.2 within twenty one (21) Business Days of the expiry of the Exit Offer Period, Client or Successor Supplier may give notice to terminate the employment of the Exit Transferring Employee's employment;

1.3.3 where Client or Successor Supplier exercises its right in accordance with Paragraph 1.3.2 above, the Supplier shall indemnify Client and Successor Supplier against any Employee Liabilities arising out of such termination or otherwise arising out of the employment of such person by Client or a Successor Supplier and/or any direct employment costs (if any) associated with the employment of such person by Client or a Successor Supplier up to the date of termination of such persons employment Client or Successor Supplier may have incurred.

Schedule 9 - Security

INFORMATION SECURITY POLICY

In this Schedule 9 **Client Information** shall mean all Personal Data and any information (including confidential information) however conveyed or received, that relates to the business affairs, development, trade secrets, business plans, know-how, personnel and suppliers of Client including any Client Affiliate and including all Intellectual Property Rights together with any information derived from any of the above**.**

In this Schedule, **Client Infrastructure** shall mean the hardware, software, peripherals, servers, applications, end user-devices and server devices, network systems and equipment, used within the Client environment whether hosted internally or externally by any third party.

1. GENERAL SECURITY OBLIGATIONS

Use of Client Information

1.1 The Supplier's security control environment must adhere to Client's requirement(s) as outlined in this Schedule 9.

1.2 Except as otherwise agreed, the Supplier shall not:

a) collect, process or otherwise make use of Client's Information or Client's Infrastructure for any purpose other than that which is required in order to provide the Services in accordance with this Framework Agreement;

b) purport to sell, let for hire, assign rights in, declare a trust of, or otherwise dispose of, or commercially exploit any Client Information; or

c) make any Client Information available to any third party other than as strictly required to provide the Services in accordance with the terms of this Framework Agreement.

1.3 The Supplier shall not intercept, analyse or otherwise monitor the traffic which passes through Client Infrastructure.

Safeguarding Client Information

1.4 The Supplier shall protect all Client Information held by the Supplier or Approved Sub-Contractor on any device (including, but not limited to, any server, PC, laptop, removable media, back-up tapes, and all other similar media) in compliance with Good Industry Practice, Applicable Laws and Client's security handling requirement(s) as outlined in this Schedule 9.

1.5 The Supplier shall use all reasonable endeavours to prevent:

a) any unauthorised use, alteration or destruction of Client's Information by any Supplier Personnel or any Approved Sub-Contractor; and

b) the introduction of any Malware into Client Infrastructure by any Supplier Personnel or any Approved Sub-Contractor.

1.6 The Supplier shall not, without the prior written consent of a Client representative (authorised to provide such consent under this Framework Agreement) make changes to applications, infrastructure or other such systems used by Client, or material to the provision of services to Client, that would impact their confidentiality, integrity or availability.

1.7 Where the Supplier provides Services from a site where the Supplier also provides services to, or is shared with, a third party or parties, the Supplier shall at Client's request:

a) restrict access to Client Information in any shared environment such that any person who does not require access to such information may not gain such access; and

b) ensure that any Client Information stored on the Supplier's systems are logically separated from any third parties' data.

2. SECURITY POLICY

2.1 The Supplier shall at all times during the Framework Term and whilst any Statement of Work is in force implement and maintain security documents (including a policy or policies) containing security procedures which will apply to the performance of the Services for Client (the **Security Policy**). The Security Policy shall be designed to protect the confidentiality, Integrity and availability of all Client Information and shall be periodically updated and audited in accordance with this Schedule 9 (Security). The Security Policy will set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes associated with the delivery of each element of the Services (both physical and logical) and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Supplier and any Approved Sub-Contractors comply with their obligations to Client.

2.2 The Security Policy should be based on a recognised industry standard such as ISO27001 or equivalent and, where appropriate, align to the relevant Client security requirement(s) as outlined in this Schedule 9.

2.3 The Security Policy shall include, without limitation:

a) details of the Supplier's management framework for controlling the implementation of information security within the Supplier, including security roles and their co-ordination across the Supplier;

b) details of the Supplier's approach to the identification and management of all Client information, including the classification used by Supplier Personnel and Approved Sub-Contractors to indicate the degree of protection required when handling Client information;

c) details of the vetting procedures undertaken by the Supplier on the Supplier Personnel and Approved Sub-Contractors who have access to Client Information;

d) details of the security awareness programme provided by the Supplier for the Supplier Personnel and any Approved Sub-Contractors;

e) details of the Supplier's physical security controls for the protection of facilities and IT equipment processing critical or sensitive Client Information, covering:

i. physical protection from unauthorised access, damage and interference;

ii. controls required to safeguard supporting facilities, such as the electrical supply and cabling infrastructure;

f) details of processes and procedures for the secure management and operation of all information processing facilities, including:

i. details of the definition of operational requirements for new systems including their documentation and testing prior to their acceptance and use;

ii. details of the Supplier’s anti-Malware software, other security software controls (such as firewalls, anti-malware, intrusion detection), and proposed security patch management procedures;

iii. details of procedures to implement the back-up policy and strategy for taking back-up copies of data and rehearsing their timely restoration;

iv. details of secure network management and control, in order to be protected from threats, and to maintain security for the systems and applications using the network, including information in transit;

v. details of a cryptographic policy and key management processes to support the use of cryptographic techniques within the Supplier;

vi. details of procedures to encrypt Client Information being transported on a portable device (such as a laptop, disc, USB memory stick, back-up tapes and other types of similar media), transmitted over an insecure network, or being stored outside of the Supplier’s premises;

vii. details of the security controls in place for the retention of Client Information (including details of storage, physical security, handling, transportation and destruction);

viii. details of technical vulnerability management across the Infrastructure, demonstrating an effective, systematic, and repeatable process;

ix. details of secure system build and configuration, to ensure devices have been hardened to maximise security;

x. details of the maintenance, monitoring and analysis of system logs to identify security breaches;

g) details of the logical access controls in place to protect Client Information, including;

i. a documented access control policy that is reviewed periodically and based on business and information security requirements;

ii. the allocation and revocation of access rights to information systems and services, on the basis of business and security requirements;

iii. the management and restriction of access to operating systems, IT applications and their resources to authorised privileged users;

iv. the periodic review of access rights of Supplier Personnel and it's Approved Sub-Contractors on a regular basis to ensure they are still appropriate;

v. the update and removal of access rights whenever there is a change of Supplier Personnel or Approved Sub-Contractor;

h) details of secure IT system development processes and standards, including the management of end-user developed applications, including:

i. the conformance to secure coding standards for the development of web-based applications;

ii. the conduct of annual penetration testing by a third party supplier, to assure the adequacy and effectiveness of the security controls protecting Client Data and its services;

i) details of procedures and facilities in place (including reserve power supply and protection against natural hazards) to support business continuity planning, disaster recovery and overall back up procedures;

j) details of the security arrangements at any Supplier Personnel or Approved Sub-Contractor premises used in the performance of the Supplier's obligations under this Framework Agreement;

k) the Security Incident Management Procedure developed in accordance with Paragraph 4.1 below.

2.4 The Supplier must ensure that the Security Policy is updated regularly, as a minimum annually, and whenever it considers it necessary to do so and must in any event update the Security Policy as follows:

a) if any Change to an Applicable Law or Client policy is introduced and agreed through the Change Control Process and such Change necessitates a change to the security measures required to provide or receive the Services;

b) whenever there is a Change to Client security requirement(s) outlined in this Schedule 9 as agreed through the Change Control Process;

c) if there is a Change to the Services or any other Change, the Supplier shall update the Security Policy to the extent necessary so that it takes into account any security requirements in relation to the provision of the applicable Services; or

d) if Client reasonably believes that the Security Policy is inconsistent with the requirements outlined in this Schedule 9.

2.5 Where the Supplier makes a change to the Security Policy, the Supplier shall:

a) where such change to the Security Policy is a "Change" for the purposes of this Framework Agreement, ensure that the proposed Change is documented in accordance with the Change Control Process;

b) ensure that the Security Policy continues to comply with the requirements set out in this Schedule (unless Client agrees otherwise in writing); and

3. Physical Security

3.1 The Supplier shall:

a) use all reasonable endeavours to prevent unauthorised access, damage and interference to Client Data and information processing facilities and procure that each Supplier Personnel and Approved Sub-Contractor uses all reasonable endeavours to prevent the same;

b) use all reasonable endeavours to protect the physical systems of the Supplier (the **Supplier System**) and access to the Supplier System and procure that each Supplier Personnel and Approved Sub-Contractors shall protect the same;

c) restrict access to the Supplier premises and data centres to authorised Supplier Personnel and Approved Sub-Contractors with prior authorisation and procure that each Supplier Personnel and Approved Sub-Contractor shall restrict access to any premises that host the Supplier System to its authorised staff with prior authorisation;

d) log user access to the Supplier premises and data centres and retain this information for three (3) months and procure that each Approved Sub-Contractor shall log user access to premises that host the Supplier System and retain this information for one (1) year and make such user access information available to the Supplier as part of any audit conducted by the Supplier into such Approved Sub-Contractor;

e) monitor access points to the Supplier premises and data centres and establish a team to govern physical security of the Supplier facilities and company equipment and procure that each Approved Sub-Contractor shall monitor access points to any of its premises that host the Supplier System and establish a team to govern physical security of its facilities and company equipment;

f) authorise and supervise visitors to the Supplier premises and data centres for the duration of their visit and procure that each Approved Sub-Contractor shall authorise and supervise visitors to any of its premises that host the Supplier System;

g) collect, store and retain surveillance footage in accordance with the Information Commissioner's Office CCTV Code of Practice at all Supplier premises and data centres and procure that each Approved Sub-Contractor shall collect, store and retain surveillance footage in accordance with the Information Commissioner's Office CCTV Code of Practice at any of its premises that host the Supplier System;

h) implement protection against natural disasters, malicious attack and accidents across all Supplier premises and procure that the Supplier Personnel each Approved Sub-Contractor shall implement protection against natural disasters, malicious attack and accidents across any of its premises that host the Supplier System;

i) implement fire suppression equipment and environmental controls at each of the Supplier premises and data centres and procure that each Approved Sub-Contractor shall implement the same at its premises.

4. Security Incident Management

4.1 The Supplier must provide to Client, as part of its organisation-wide incident management process, a procedure for managing and reporting IT Security and Information Security incidents, satisfying the requirements of this Paragraph 4.1 (**Security Incident Management).** The Supplier shall comply with the Security Incident Management plan throughout the Framework Term and whilst any Statement of Work is in force.

a) The Supplier must, include in the Security Policy a procedure (**Security Incident Management Procedure**) that aligns with ISO27035 for reporting:

i. any actual or suspected attack by malicious code (e.g. Malware) in;

(i) the Client Infrastructure;

(ii) any part of the Supplier's system to which Client Infrastructure interfaces; and

(iii) anything to be delivered by the Supplier or the Supplier Personnel to Client as part of the provision of Services.

ii. all security incidents (e.g. crime, breach of Security Policy, and unauthorised access to Client Information) or security risks with respect to any aspect of the provision of the Services or the retention of Client Information;

iii. any observed or suspected security risks or security incidents in Client Infrastructure or any Supplier system or Supplier network that interconnects with the Client systems or infrastructure or that retains Client Information;

iv. any actual or suspected loss of IT equipment (including laptops, smartphones, tablets, removable media and hard drives) containing Client Data or having the capability to connect to Client Infrastructure;

v. any incident that may be indicative of larger, adverse security related events (for example, denial of services or Malware penetration) that Supplier discovers or becomes aware of during the provision of the Services;

vi. any actual or attempted unauthorised access to or use of any of the Client Infrastructure, Client Information or any sites, facilities, systems or other premises of Supplier used to provide the Services to Client; and

vii. any observed or suspected security risks or security incidents caused by Supplier staff, or any of its Approved Sub-Contractors, either through malicious intent or human error,

each of which is a **Security Incident**.

b) The Security Incident Management Procedure shall detail the following obligations of the Supplier, all of which shall be invoked as soon as possible upon becoming aware of a Security Incident, and in any event within twenty four (24) hours of the occurrence of the Security Incident, depending on the nature of the incident:

(a) take all reasonable steps to remedy such Security Incident or protect Client Information, Client Infrastructure, or Supplier sites against any such potential or attempted breach or threat;

(b) take all reasonable steps to prevent a similar Security Incident in the future;

(c) take all reasonable steps to provide any assistance to any investigation that Client or a third party (appointed by Client) requires;

(d) provide Client with a written report (within five (5) Business Days of the conclusion of any Security Incident) and an oral report (immediately that Supplier becomes aware of the Security Incident), describing what Client Information has been accessed and / or removed as a consequence of any Security Incident, and all other details related to the nature of the Security Incident;

(e) at Client's request, return to Client any Client Information or records in the Supplier's or it's Subcontractor's possession;

(f) where the security breach relates to Client Infrastructure, comply with all reasonable directions of Client in connection with the remedy of the breach;

(g) provide Client with full details of the steps taken to remedy each actual, potential, threatened or attempted Security Incident; and

(h) shall provide Client with full details of the steps taken to remedy each actual, potential, threatened or attempted Security Incident and shall be kept up to date with the progress of the same until such Security Incident is remedied in each case in order to provide Client with assurance that the root cause of the Security Incident has been identified and mitigated in future.

c) Each of the obligations on the Supplier referred to in Paragraph 4.1 above shall be:

(a) at the Supplier's cost; and

(b) satisfied in accordance with the timescale set out in this Schedule or, where no such timescale is provided, satisfied as soon as reasonably practicable after the Supplier becomes aware of a Security Incident.

5. STORAGE AND DESTRUCTION OF CLIENT INFORMATION

5.1 The Supplier shall protect all Client Information (held by Supplier Personnel or Approved Sub-Contractors in a physical form) by adhering to the controls detailed in this Schedule 9 and disposing of such information securely, as directed in this Schedule 9, by treating it as confidential waste. For the avoidance of doubt, 'information' shall include electronic and paper-based information records.

5.2 The Supplier shall provide its Supplier Personnel with locking filing cabinets to house any Client Information when such is not in use, and facilities for the secure disposal of such information as specified in this Schedule 9.

5.3 The Supplier shall ensure that any Client Information held by the Supplier is disposed of by or on behalf of the Supplier in a manner which protects the confidential nature of Client Information.

6. AMENDMENTS

6.1 In the event that the Supplier proposes an exception from, an amendment to, or a waiver of the application of an existing security document (a **Security Document Amendment**) which relates to the Services provided under this Framework Agreement, the Supplier shall notify Client promptly, such notification to contain sufficient information to allow Client to carry out an Impact Assessment on the proposed Security Document Amendment.

6.2 Upon reasonable request from Client, the Supplier shall meet with Client to discuss and consult with Client regarding the terms of such Security Document Amendment.

6.3 Notwithstanding the provisions of Paragraph 6.1 where a Security Document Amendment will, or is reasonably likely to in the Client's opinion (acting reasonably), result in:

(a) an increased security risk in relation to Client Data or the System;

(b) non-compliance with Applicable Law; or

(c) a lowering of the security standards which apply to the Services;

then the application of the proposed Security Document Amendment shall be deemed to be a Change and shall be subject to the Change Control Process.

7. SECURITY CONFORMANCE AND ASSURANCE

7.1 The Supplier shall appoint a Supplier Personnel member to be responsible for Security Policy compliance within the Supplier's organisation.

7.2 All Supplier Personnel and Approved Sub-Contractors must understand the process and conditions under which they should, or are required to, invoke and execute the Security Incident Management Procedures.

7.3 Supplier Personnel shall escalate Security Incidents to their senior managers so as to promote active communication, even on issues of relatively minor concern.

7.4 Immediately following a request by Client, the Supplier shall provide Client with the Security Policy and any supporting security processes and procedures used to protect Client Infrastructure.

7.5 The Supplier shall provide, as agreed as appropriate by the Supplier and Client, a set of security metrics that demonstrate the Supplier is maintaining the level of security stated in its Security Policy. These metrics shall be provided on either a monthly or quarterly basis, as agreed by the Supplier and Client.

7.6 The Supplier shall ensure that appropriately skilled, trained and vetted Supplier Personnel are available to attend a quarterly security governance meeting.

8. REGULATORY AUDITS

8.1 The Supplier shall notify Client as soon as possible on receipt of a notice from a Regulator that a regulatory audit or investigation is to be carried out in respect to the Supplier's business.

8.2 The Supplier acknowledges that, should a Regulator audit the Supplier as a Supplier to Client, the audit will not be subject to any audit-related restrictions specified in previous clauses.

Schedule 10- Data Protection

Part 1

Data Processing Details

Data Controllers and Data Processors

Please specify the data controllers and all data processors (including sub-contractor data sub-processors) and in each case please also specify:

(i) the contact details of each organisation and its authorised representative;

(ii) if applicable the name and contact details of the organisation's data protection officer; and

(iii) the type of processing carried out for each controller.

Data Controller:

Contact:

Data Processor:

Contact:

Type of processing: manual and automated processing of personal customer data as part of the services

Categories of data Please specify the Personal Data that will be Processed by Supplier.	
Categories of Data Subjects Please specify the categories of Data Subjects whose Personal Data will be Processed by Supplier.	
Processing operations Please specify all Processing activities to be conducted by Supplier.	
Location of Processing operations Please specify all locations where the Personal Data will be Processed by Supplier.	

Cross Border transfers out-with the European Union and/or to International Organisations

Please specify all cross-border transfers out-with the European Union and/or transfers to International Organisations and the countries and any international organisations involved.

Identity of Permitted Sub-contractors

Please provide details of all Permitted Sub-contractors, including full legal name, registered address and location where Processing of Personal Data will occur and Processing operations

Purposes

Please specify all purposes for which the Personal Data will be Processed by Supplier

General Description of Security Measures

Please specify the security measures implemented in respect of Customer Data.

Duration

Please specify the length of time for which Processing activities will be carried out

Retention periods

Please specify the period for which categories of data will be retained

Part 2

Data Breach Notification Details

1. Description of the Nature of the Data Breach, including where possible the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned;
2. Details of the name and contact details of the data protection officer or other contact point where more information can be obtained;
3. Description of the likely consequences and adverse effects of the personal data breach;
4. Description of the measures taken or proposed to be taken by the processor to address the Data Breach including where appropriate measures to mitigate its possible effects; and
5. All other relevant facts pertaining to the data breach.