



FRAMEWORK SERVICES AGREEMENT

Date of Agreement: 2022

Expleo Contract Ref.: [Expleo use only]

Agreement Version: V0.9

Parties:

Expleo:	Expleo Technology UK Limited Incorporated in: England and Wales Registered Office: 80 Cannon Street, London, EC4N 6AE, United-Kingdom Registered No.: 3857864
Client:	[Client Name Here] Incorporated in: [Client Location] Registered Office: [Client Address] Registered No.: [Client Company No.]

This Agreement includes and incorporates the terms and conditions that follow.

In witness whereof, this Agreement has been executed on the date above:

Signature:

Name:

For and on behalf of:

Expleo Technology UK Limited

Signature:

Name:

For and on behalf of:

[Client Name Here]

THIS AGREEMENT is made on the date of agreement shown on page 1 of this Agreement

Background:

- A. Expleo is a provider of software testing and quality assurance services.
- B. The Client wishes to engage Expleo to provide such services to it on a call-off basis from time to time.

The parties hereby agree as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, the following expressions have the following meanings:

Affiliate:	means in relation to any party, that party, any holding company (as defined in section 1159 of the Companies Act 2006) of that party and any subsidiary company (as defined in section 1159 of the Companies Act 2006) and also includes any subsidiary undertaking (as defined in section 1162 of the Companies Act 2006), of that party or any of its holding companies from time to time;
Agreement:	means the terms and conditions set out in this document, together with its schedules and any Work Order and/or Change Control Note issued from time to time hereunder, in each case as amended, varied or supplemented from time to time in accordance with Clause 9 (Change Control);
Change Control Note or CCN:	means a change order setting out any changes to this Agreement or to any Work Order issued pursuant to this Agreement in substantially the same form as the pro forma set out in Schedule 2 (Pro Forma Change Control Note). Unless otherwise specified in the CCN signed by both parties, all terms and conditions of this Agreement shall be expressly incorporated into the CCN;
Change Request	means a request for change made in accordance with Clause 9.2;
Client Data:	means any data (including any personal data (as defined under the Data Protection Legislation) relating to the Personnel, customers or suppliers of the Client), documents, text, drawings, diagrams, images or sounds (together with any database made up of any of those), embodied in any medium, that are supplied to Expleo by or on behalf of the Client, or which Expleo is required to generate, process, store or transmit pursuant to this Agreement or any Work Order;
Client Materials:	means any networks, systems, software, hardware, equipment, communications networks and peripherals and all documentation, information, data or other property owned, controlled or operated by or licensed to the Client by a third party that are provided to Expleo or Expleo Personnel by or on behalf of the Client and which may be used by Expleo or Expleo Personnel in connection with the provision of the Services;
Client Project Manager:	means the individual appointed by the Client as detailed in any Work Order who shall serve as the Client's primary contact for the Services under that Work Order;
Commencement Date:	means the date of agreement shown on page 2 of this Agreement or through means of electronic acceptance;
Confidential Information:	means any information relating to a party's past, present and future research, development, business activities, products, services and technical knowledge, disclosed in connection with any Work Order, the performance of the Services and/or any Deliverable and which is identified by the disclosing party as confidential information or which a reasonable person would deem to be confidential under the circumstances, but excludes any information that (a) is generally and publicly available at the time of its disclosure; (b) becomes generally or publicly available (other than as a direct or indirect result of disclosure by the receiving party or any of its Authorised Persons in breach of the terms of this Agreement); (c) the receiving party can establish was lawfully in the possession of the receiving party free of any restriction as to its use or disclosure prior to its being so disclosed; (d) the receiving party can establish is developed by the receiving party independently of the confidential information disclosed by the disclosing party; or (e) the disclosing party has agreed in writing may be disclosed;
Contract Period:	means the period commencing on the Commencement Date and ending on the date of termination of this Agreement by either party;
Data Protection Legislation:	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to

time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);

Deliverables:	means all data, flow charts, drawings, designs, diagrams, tables information, results, reports, notes, materials, deliverables and other work product (on whatever media) specified in any Work Order that Expleo creates or develops for the Client as part of the Services under a relevant Work Order;
Dependencies:	means the services and deliverables to be provided by or on behalf of the Client to Expleo as specified in the relevant Work Order;
Disclosing Party	means the party disclosing personal data to the other party;
Employment Regulations:	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246);
“ERA”	means Employment Rights Assessment Services;
Expleo Delivery Manager:	means the individual appointed by Expleo as detailed in any Work Order who shall serve as the Client’s primary Expleo contact for the Services under that Work Order;
Expleo Personnel:	means any Personnel of Expleo or of its Affiliates;
Expleo Tools:	means all proprietary computer software, applications, models, samples, methodologies, techniques, diagnostics, algorithms, formulae, accelerators, frameworks, platforms, tools, discoveries, inventions, materials, writings, products, processes, concepts, ideas, skills, designs, solutions, know-how or other intellectual property (whether registered or unregistered) owned, acquired or developed by or licensed to Expleo prior to the Commencement Date and includes all modifications or enhancements made thereto whether before or after the Commencement Date and all additional intellectual property in any inventions, ideas, discoveries, developments, improvements or innovations created, developed or devised by Expleo whether in the performance of the Services or otherwise;
“Fee Payer”	means has the meaning given to it in the Off Payroll Working Rules;
“FCSA”	means Freelancer & Contractor Services Association;
Loss:	means any damage, loss, cost, claim or expense (including, without limitation, legal and other professional fees and disbursements) whether such liability arises in contract, tort, (including negligence), breach of statutory duty or otherwise;
“Off Payroll Working Rules”	the off-payroll working rules for medium or large companies set out in the Income Tax (Earnings and Pensions) Act 2003 Part 2 Chapter 10 and the Social Security Contributions (Intermediaries) Regulations 2000;
Overtime Fees:	means fees calculated in accordance with Clause 6.2;
Personnel:	means any directors, officers, employees, staff, workers, consultants, agents and independent contractors of a party;
Receiving Party	means the party receiving personal data from the other party;
Reimbursable Costs:	means all costs and out-of-pocket expenses incurred by Expleo or Expleo Personnel in providing the Services including, but without limitation, reasonable travel expenses, subsistence and accommodation expenses, together with any applicable VAT or other taxes thereon;
Security Requirements:	the requirements regarding the security of the personal data, as set out in the Data Protection Legislation (including, in particular, the seventh data protection principle of the DPA and/or the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2) of the GDPR)) as applicable;
Services:	means the services to be provided by Expleo to the Client from time to time as agreed between the parties and specified in any Work Order;
Shared Data	means the personal data identified in Schedule 3 (Shared Data) in connection with which the parties shall be independent data controllers;

Start Date:	means the date provided in the relevant Work Order for the start of the Services detailed in that Work Order;
Subject Access Request:	an actual or purported subject access request or notice or other notification from (or on behalf of) a data subject exercising his rights under the Data Protection Legislation;
UK Data Protection Legislation:	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) (the "GDPR"); the GDPR as it forms part of retained EU law (as defined in the European Union (Withdrawal) Act 2018; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
Value Added Tax or VAT:	means value added tax as provided for in the Value Added Tax Act 1994 and any tax of a similar fiscal nature imposed in addition to, or as a replacement tax;
Work Order:	means an order for Services to be performed by Expleo pursuant to this Agreement in substantially the same form as the pro forma set out in Schedule 1 (Pro Forma Work Order). Unless otherwise specified in the Work Order signed by both parties, all terms and conditions of this Agreement shall be expressly incorporated into the Work Order;
Working Days:	means any day other than a Saturday, Sunday or public holiday in England and Wales.

- 1.2 The rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply.
- 1.3 The interpretation and construction of this Framework Agreement shall all be subject to the following provisions:-
 - 1.3.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
 - 1.3.2 words importing the masculine include the feminine and the neuter; and
 - 1.3.3 the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation".

2. Commencement and Term of Framework

- 2.1 This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with its terms, until either party gives to the other party not less than 3 months' written notice to terminate, expiring on or after the third anniversary of the Commencement Date.
- 2.2 No Work Orders shall be signed after this Agreement has been terminated by either party and any Work Order that is existing at the end of the Contract Period shall continue on its own terms (including all incorporated terms of this Agreement) until it has been completed, unless terminated earlier in accordance with its own terms.

3. Nature of Agreement and Work Orders

- 3.1 This Agreement governs the relationship between the Client and Expleo in respect of the provision of the Services by Expleo to the Client.
- 3.2 The Client and Expleo acknowledge and agree that the successful provision of the Services is the joint responsibility of both parties and undertake to promote close collaboration in the in-put to and performance of the Services.
- 3.3 The Services shall be carried out in accordance with this Agreement and each Work Order signed by both parties from time to time. Each duly signed Work Order shall be deemed to incorporate the terms and conditions set out in this Agreement.
- 3.4 In the event of, and only to the extent of, any conflict between the provisions of this Agreement and the provisions of a Work Order, the provisions of the relevant Work Order will prevail.
- 3.5 No party shall have any obligation to propose or agree a Work Order and Expleo shall not have any obligation to commence work in respect of any Services unless and until a Work Order for such Services has been signed by both parties.

4. Warranties

- 4.1 Each party warrants and represents that, as at the Commencement Date:
 - 4.1.1 it has full capacity and authority to enter into and perform its obligations under this Agreement;
 - 4.1.2 this Agreement is executed by a duly authorised representative of that party; and
 - 4.1.3 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 or arbitration tribunal that might affect the ability of that party to meet and carry out its obligations under this Agreement.

- 4.2 The warranties set out in Clause 4.1 are deemed to be repeated by each party on the date of execution of each Work Order and of any Change Control Note.
- 4.3 Unless expressly set out in this Agreement or any Work Order, all conditions, warranties, and representations, express or implied, statutory or otherwise, including (without limitation) as to the condition, performance, fitness for purpose or satisfactory quality of the Services or any part thereof, and any Deliverables provided by Expleo under a Work Order are excluded.

5. Services and Off Payroll Working Rules

- 5.1 Expleo will perform the Services as set out in a Work Order in a professional manner with reasonable skill and care, using suitably qualified Personnel.
- 5.2 Expleo shall provide all Personnel necessary for the performance of the Services and may use Personnel from any of its Affiliates. Expleo shall be entitled to substitute or replace any Expleo Personnel throughout the Contract Period after consulting with the Client.
- 5.3 Except as agreed otherwise with the Client pursuant to a Change Control Note, Expleo represents and warrants that the Off Payroll Working Rules are not applicable to the Services as set out in a Work Order on the basis that: (i) the Expleo Personnel are employees of Expleo; (ii) employees of a third party; or (iii) or are engaged through an umbrella company that has been accredited by the FCSA or ERA and that such an umbrella company does not qualify as the Fee Payer under the Off Payroll Working Rules.
- 5.4 Expleo represents and warrants that it has used all reasonable endeavours to procure that all information about the Expleo Personnel is true, accurate, complete and not misleading. At the request of the Client, Expleo shall provide reasonable evidence of the same (as applicable), including evidence that Expleo Personnel are supplied through an umbrella company that is an accredited member of FCSA or ERA.
- 5.5 If the Client determines at any time that the Off Payroll Working Rules does apply to the Expleo Personnel, Expleo shall promptly procure that the Personnel ceases providing the Services as set out in a Work Order.
- 5.6 Expleo shall fully indemnify the Client in respect of any liability, including, but not limited to, any obligation to withhold, deduct, account for or pay income tax, national insurance and social security contributions, arising from a decision in circumstances where Expleo and/or any Client is found to have had obligations and responsibilities under the Off Payroll Working Rules. The Supplier shall further indemnify Expleo for and on behalf of any Client against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Expleo or any Client in connection with or in consequence of any such liability, deduction, contribution or assessment. For purposes of determining any claim under this clause 4.4, there shall be no requirement for Expleo and/or Client to seek recovery from any other party for amounts paid by Expleo under the Agreement.

6. Fees, Reimbursable Costs, Invoicing and Payment

- 6.1 In consideration of the Services supplied by Expleo to the Client under a Work Order the Client agrees to pay to Expleo:
- 6.1.1 the Fees;
- 6.1.2 any Overtime Fees; and
- 6.1.3 any Reimbursable Costs,
- in accordance with the following provisions of this Clause 6.
- 6.2 Unless otherwise stated in a Work Order:
- 6.2.1 Services performed over 8 hours on any Working Day, will be charged at 100% of the applicable daily rate calculated on an hourly basis;
- 6.2.2 Services performed on a Saturday will be charged at 150% of the applicable Working Day daily rate calculated on an hourly basis; and
- 6.2.3 Services performed on a Sunday and on a public holiday in England will be charged at 200% of the applicable Working Day daily rate calculated on an hourly basis.
- 6.3 Unless otherwise stated in a Work Order, all Reimbursable Costs are in addition to the Fees and shall be invoiced and paid in accordance with this Agreement.
- 6.4 All amounts referred to in this Agreement or any Work Order are exclusive of Value Added Tax, which Expleo shall add to its invoices at the prevailing rate as applicable.
- 6.5 Expleo will issue invoices to the Client for Fees, any Overtime Fees and any Reimbursable Costs monthly in arrears on or about the first day of each month or on completion of the Services (whichever comes sooner).
- 6.6 The Client shall make payment of each invoice issued by Expleo, without discount, set off, counterclaim or other deduction within 30 days from the date of the invoice.
- 6.7 If any sum payable by the Client to Expleo under this Agreement or a Work Order is not paid in full in cleared funds by the Client within 30 days from the date of the Expleo invoice, Expleo shall be entitled to charge interest on the unpaid element calculated at the Interest Rate per annum until payment is made in full.
- 6.8 Without prejudice to any other right or remedy that it may have, if any sum payable by the Client to Expleo under this Agreement or a Work Order is not paid in full in cleared funds by the Client within 30 days from the date of the Expleo invoice, then Expleo may without liability to the Client suspend the performance of the Services until it has received payment in full of the overdue amount.

- 6.9 Where the Client's accounting system requires the issuance of a Purchase Order, no later than seven (7) days from the Start Date of any Work Order, the Client will raise and deliver to Expleo valid Purchase Order(s) referring to the relevant Work Order to cover all the Fees set out therein. The Client acknowledges and agrees that use of Purchase Orders is for purposes of administrative convenience only and that an executed Work Order may be relied upon by Expleo in seeking payment for Services rendered, notwithstanding the absence of any Purchase Order. The Client further acknowledges and agrees that any terms and conditions contained on any such Purchase Order(s) or purporting to be applicable to the Services are expressly excluded and shall not apply to, supplement or supersede any provisions of the Work Order or this Agreement.

7. Client Responsibilities

- 7.1 The Client shall:
- 7.1.1 provide Expleo and Expleo Personnel with timely access to the Client's Personnel (including where applicable, any subject matter experts) and co-operate and liaise with Expleo in all matters relating to the Services;
 - 7.1.2 appoint a relationship manager in relation to the Services (as specified in any Work Order), who shall have the authority contractually to bind the Client on all matters relating to the Services and sign for and on behalf of the Client any Work Orders, Change Control Notes or other documents entered into by the parties in connection with this Agreement;
 - 7.1.3 use all reasonable endeavours to respond promptly to any request for a decision, guidance or instruction which is required by Expleo or any Expleo Personnel;
 - 7.1.4 keep Expleo and Expleo Personnel, promptly informed of any facts, circumstances or other matters of which the Client or any of its Personnel is or becomes aware which are relevant to the performance of the Services;
 - 7.1.5 provide, or ensure the provision of, in a timely manner, such Client Materials, Dependencies and other data, information and materials (including any Client Data) as Expleo may reasonably require for the performance of the Services, and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of each of them;
 - 7.1.6 provide, for Expleo and Expleo Personnel, in a timely manner and at no charge, access (including credentials such as passwords, cards, keys or electronic fobs) to the Client's premises, office accommodation, data and other facilities as reasonably required by Expleo or any of them for the performance of the Services;
 - 7.1.7 where the Services are to be performed at a Client site or a site under the control of the Client, be responsible (at its own cost) for (a) preparing and maintaining any relevant Client premises for the supply of the Services, including a suitable and adequate work environment with sufficient space for work and equipment for performance of the Services, and (b) identifying, monitoring, removing and disposing of any hazardous materials from any of such premises in accordance with all applicable laws, before and during the supply of the Services at those premises, and informing Expleo of all of the Client's obligations and actions under this Clause 7.1.7;
 - 7.1.8 inform Expleo in writing of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises at which Services will be provided and provide to Expleo Personnel the same appropriate training as it provides to its own Personnel on health and safety and information security policies relevant to such premises and;
 - 7.1.9 ensure that there are in place all necessary licences and permissions required to permit Expleo and Expleo Personnel to access and use all Client Materials and any other items as may be appropriate in connection with this Agreement or a relevant Work Order. In particular the Client will ensure that it has obtained in advance of the Start Date of the Services being performed under a Work Order, the consent of any third party licensor of the Client to Expleo or Expleo Personnel access to and use of any Client Materials;
 - 7.1.10 maintain and implement adequate and reasonable back-up procedures for its networks and data bearing in mind the type of data that is stored and/or used, and ensure the backup and independent resilience of any other data and networks which are dependent upon the Client's networks and data, such procedures to be in accordance with reasonable industry standards.
- 7.2 The Client acknowledges that:
- 7.2.1 any failure or delay by the Client to perform any of its responsibilities set out in this Clause 7 or any of its other obligations set out in a Work Order (including a failure or delay to fulfil the Dependencies); or
 - 7.2.2 any failure or delay by a third party agent or contractor of the Client working on a relevant project to complete a task necessary to bring the project to a point where Expleo can perform the relevant Services; or
 - 7.2.3 any change in the information or circumstances assumed in any Work Order,
- may result in Expleo being unable to provide the Services or the Deliverables (or any of them) by the date, or for the Fees, envisaged in the Work Order. In such circumstances, the Client shall grant to Expleo such additional time as is reasonable to provide the Services and/or the relevant Deliverables, as the case maybe, and shall pay to Expleo additional fees and charges at the applicable rates for the period of the delay and any additional fees and charges necessary to compensate Expleo for any necessary additional work or costs. All such changes shall be recorded in a Change Control Note.

8. Service review and governance

- 8.1 The Client Project Manager and the Expleo Delivery Manager shall have regular meetings to monitor and review the performance of the Services, and to discuss any changes proposed in accordance with Clause 9 (Change Control). The review meetings will be held no less than once monthly and otherwise at such other intervals as may be agreed between the parties in any Work Order. The review meetings shall be minuted by the Expleo Delivery Manager and copies of those minutes shall be circulated to, and approved by, both parties.

- 8.2 Before each review meeting, the Client Project Manager shall notify the Expleo Delivery Manager, and vice versa, of any problems relating to the provision of the Services for discussion at the review meeting. At each such meeting, the parties shall agree a plan to address such problems. In the event of any problem being unresolved or a failure to agree on the plan, the matter shall be resolved in accordance with Clause 34 (Dispute Resolution Procedure). Progress in implementing the plan shall be included in the agenda for the next review meeting.

9. Change Control

- 9.1 Without prejudice to Clause 7.2, if either party wishes to change the scope, nature, duration or execution of any of the Services to be supplied under this Agreement or a Work Order, it will follow the change control procedure set out in this Clause 9.
- 9.2 The party proposing the change shall notify the other party in writing specifying in as much detail as is reasonably practicable the nature of the requested changes (“**Change Request**”).
- 9.3 Expleo shall, as soon as reasonably practicable and in any event no later than ten (10) Working Days (or a longer period agreed by the parties) of the date of the Change Request, provide a written estimate to the Client of:
- 9.3.1 the likely time required to implement the change;
- 9.3.2 any variations to the Fees arising from the change;
- 9.3.3 any variations to the allocated resources arising from the change; and
- 9.3.4 any other impact of the change on the Work Order.
- 9.4 The Client shall evaluate the written estimate and respond to Expleo as soon as reasonably practicable and in any event no later than five (5) Working Days (or a longer period agreed by the parties) after its receipt by the Client.
- 9.5 If the Client accepts the written estimate and wishes Expleo to proceed with the change, Expleo has no obligation to do so unless a Change Control Note detailing the agreed changes has been completed and signed by a duly authorised representative of each of the parties.
- 9.6 If the Client rejects the written estimate, the Agreement and/or the Work Order will continue unchanged.
- 9.7 Until such time as a Change Control Note is signed by both parties, the Client and Expleo shall, unless otherwise agreed in writing, continue to perform this Agreement and all Work Orders in compliance with its respective terms prior to such change.
- 9.8 Expleo may charge for the time it spends assessing a request for change from the Client on a time and materials basis by reference to the number of man days spent by any of Expleo Personnel, at its then applicable standard daily rates.
- 9.9 Any discussions which may take place between the Client and Expleo in connection with a Change Request before a resultant Change Control Note is signed by both parties shall be without prejudice to the rights of either party.

10. Confidentiality

- 10.1 Except as otherwise permitted by this Agreement, neither party may disclose to third parties the contents of this Agreement or any Work Order or any Confidential Information provided by or on behalf of the other that ought to reasonably be treated as confidential or proprietary.
- 10.2 Expleo acknowledges that the Client Data and any Client Materials are the Confidential Information of the Client and agrees not to make use of any Client Data or Client Materials for any purpose other than the purpose of exercising or performing its rights and obligations under this Agreement or any Work Order, including the performance of the Services.
- 10.3 The Client acknowledges that all Expleo Tools and any Deliverable generated by Expleo in connection with this Agreement or any Work Order in connection with the Services is the Confidential Information of Expleo and the Client agrees not to make use of any such Expleo Tools, information, advice and Deliverables for any purpose other than the purpose of exercising or performing its rights and obligations under this Agreement or any Work Order, including receipt of the Services from Expleo.
- 10.4 Each party shall:
- 10.4.1 not disclose Confidential Information, except to any of its Affiliates or its or their respective Personnel to facilitate performance of the Services;
- 10.4.2 keep Confidential Information in a safe and secure place and use reasonable measures (being not less than the measures it uses to protect its own Confidential Information) to prevent unauthorised access, destruction, corruption or loss;
- 10.4.3 not make any copies, summaries or transcripts of any Confidential Information unless this is strictly necessary for the purpose of exercising or performing its rights and obligations under this Agreement or any Work Order, (all such copies, summaries or transcripts will be deemed to be Confidential Information);
- 10.4.4 notify the disclosing party immediately if it becomes aware that any Confidential Information has been disclosed to, or is in the possession of, any unauthorised person; and
- 10.4.5 inform its Personnel of the provisions of this clause and take all reasonable steps necessary to procure their compliance with them. All acts or omissions of a party's Personnel and its Affiliates shall be treated as if they were the acts or omissions of the relevant party itself.
- 10.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law or regulation, or by any governmental, supervisory or other regulatory authority or stock exchange on which that party is listed or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of this disclosure as possible and, where notice of disclosure is not prohibited, it will consult the other party as to the proposed form, nature and purpose of the disclosure and take into account the reasonable requests of the other party in relation to the timing, content and manner of the required disclosure.

- 10.6 The provisions of this Clause 10 (Confidentiality) shall continue to apply for a period of five (5) years after termination of this Agreement.
- 10.7 The provisions of this Clause 10 (Confidentiality) shall supersede and take precedence over any non-disclosure agreement or other confidentiality undertakings signed by the parties prior to the Commencement Date of this Agreement.

11. Data Protection Arrangements

- 11.1 For the purposes of this Agreement, the terms “**data controller**”, “**data processor**”, “**data subject**”, “**processing**”, “**Supervisory Authority**”, “**personal data**” and “**personal data breach**” shall have the meanings set out in the Data Protection Legislation and processed shall be construed accordingly.
- 11.2 Both parties shall comply with their respective obligations under the Data Protection Legislation in connection with this Agreement and any Work Order.
- 11.3 The parties acknowledge that the factual arrangements between them from time to time as required by the Services will dictate the classification of each party in respect of the Data Protection Legislation and agree that where for the purposes of this Agreement or any Work Order:
- 11.3.1 the parties are each independent controllers of any Shared Data, the provisions of Schedule 3 (Shared Data) shall apply and the parties shall comply with Schedule 3; and
- 11.3.2 one party is a data controller and the other party is a data processor of any personal data, the provisions of Clause 12 shall apply.
- 11.4 Without prejudice to the generality of Clause 11.2, the Disclosing Party will ensure that it has all necessary appropriate consents and notices in place to enable lawful sharing or transfer of personal data to the Receiving Party for the duration and purposes of this Agreement.
- 11.5 Clauses 11 and 12 and Schedule 3 (Shared Data) of this Agreement are in addition to, and do not relieve, remove or replace, either party's obligations under the Data Protection Legislation.

12. Data Processing Obligations

- 12.1 Where and insofar as, in connection with this Agreement or any Work Order, either party processes personal data on behalf of the other party, the Receiving Party shall:
- 12.1.1 process the personal data for and on behalf of the Disclosing Party only on the documented instructions of the Disclosing Party, unless the Receiving Party is required by applicable laws to otherwise process that personal data;
- 12.1.2 carry out any processing only on the documented instructions of the Disclosing Party in accordance with the Work Order, and such other processing and purposes as may be agreed by the parties from time to time;
- 12.1.3 implement appropriate technical and organisational measures, that the Disclosing Part has had the opportunity to review and approve, to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and against all other unlawful forms of processing. To the extent such technical and organisational measures have not been approved by the Disclosing Party, the Receiving Party will maintain safeguards no less rigorous than those maintained by it for its own similar personal data, but being in any event sufficient to comply with the Security Requirements;
- 12.1.4 ensure that Personnel with access to the relevant personal have entered into appropriate contractually binding confidentiality undertakings;
- 12.1.5 ensure that access to the personal data is restricted to only those members of its Personnel who require it in order to discharge the Receiving Party's obligations under this Agreement or any Work Order;
- 12.1.6 notify the Disclosing Party without undue delay following its receipt of any complaint or Subject Access Request or notification of an audit or an investigation by a Supervisory Authority, and shall provide a copy of such complaint, request, notification or correspondence and reasonable details of the circumstances giving rise to it unless prohibited by law; and
- 12.1.7 not disclose personal data to any person except as required by the delivery or receipt of the Services, to a Supervisory Authority or as otherwise required by law or with the Disclosing Party written consent.
- 12.2 The Disclosing Party acknowledges that the Receiving Party is reliant on the Disclosing Party for direction as to the extent to which Receiving Party is entitled to use and process the Disclosing Party's personal data. Consequently, the Receiving Party will not be liable for any claim brought by a data subject arising from any action or omission by the Receiving Party, to the extent that such action or omission resulted directly from the Disclosing Party instructions.
- 12.3 Where the Receiving Party becomes aware of a personal data breach, it shall notify the Disclosing Party without undue delay and provide reasonable assistance to the Disclosing Party in relation to its obligations under the Data Protection Legislation.
- 12.4 Where, in connection with this Agreement or any Work Order, the Receiving Party processes personal data on behalf of the Disclosing Party, the Disclosing Party provides its general authorization for the Receiving Party to appoint data sub-processors provided that:
- 12.4.1 the Receiving Party shall ensure that the terms on which it appoints such processors comply with the Data Protection Legislation, and are consistent with the obligations imposed on the Receiving Party under this Agreement;
- 12.4.2 shall remain responsible for the acts and omission of any such sub-processor as if they were the acts and omissions of the Receiving Party; and
- 12.4.3 shall inform the Disclosing Party of any intended changes concerning the addition or replacement of the sub-processors.
- 12.5 The Client consents to the appointment by Expleo of its Affiliates incorporated in member states of the European Union as sub-processors of Expleo. Further, the Client acknowledges and agrees that Expleo may transfer, store and process Client Data in

various jurisdictions in which Expleo and its Affiliates operate (including outside the European Economic Area or in a country not deemed to provide an adequate level of protection for personal data by the European Commission), provided that the parties ensure that personal data is adequately protected in accordance with the Data Protection Legislation prior to any transfer taking place. In order to achieve this, the parties shall, unless agreed otherwise, rely on the Standard Contractual Clauses for the Transfers of Personal Data to Processors Established in Third Countries, dated 5 February 2010 (2010/87/EU) / as amended from time to time ("**EU Model Clauses**") or any equivalent provisions approved by the Information Commissioner's Office where any personal data is transferred outside of the UK. Prior to any data transfer, the parties shall enter into a data transfer agreement incorporating the EU Model Clauses.

- 12.6 Except to the extent required by applicable law, upon the termination of this Agreement for any reason, or earlier if instructed in writing by the Disclosing Party to do so, the Receiving Party shall cease processing all personal data and return and/ or permanently and securely destroy so that it is no longer retrievable (as directed in writing by the Disclosing Party) all personal data and all copies in its possession or control (and it shall provide the Disclosing Party with a certificate signed by one of its authorised signatories confirming it has done so).
- 12.7 No party shall unreasonably withhold, delay or condition its agreement to any Change Request of the other party in order to ensure the relevant data processor (and each agreed sub-processor) can comply with the Data Protection Legislation.
- 12.8 The parties may agree at any time to revise this Clause 12 by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme as contemplated by Articles 28(6), 28(7) and 28(8) of the GDPR (which shall apply when replaced by an addendum to this Agreement).

13. Intellectual Property

- 13.1 All Intellectual Property Rights belonging to a Party prior to the date of this Agreement shall remain vested in that Party.
- 13.2 Expleo acknowledges and agrees that Client Data and Client Materials are the sole and exclusive property of the Client free from any claim on the part of Expleo and nothing in this Agreement or any Work Order will operate to vest in or transfer to Expleo ownership of or any interest in any Client Data or Client Materials. Expleo shall not use such Client Data or Client Materials for any purpose other than the performance of the Services.
- 13.3 The Client acknowledges and agrees that Expleo may use Expleo Tools in the performance of the Services and that any and all Intellectual Property Rights in the Expleo Tools are the sole and exclusive property of Expleo free from any claim on the part of the Client and nothing in this Agreement or any Work Order will operate to vest in or transfer to the Client ownership of or any interest in any Expleo Tools nor in any way restrict the use or exploitation by Expleo of any Expleo Tools.
- 13.4 Upon receipt in full of all amounts payable to Expleo by the Client under this Agreement and/or a relevant Work Order, Expleo grants to the Client a perpetual, worldwide, non-transferable non-exclusive licence to use, copy, modify and prepare derivative works from any Deliverable (including any Expleo Tool solely as it may be embedded or incorporated therein), solely for the Client's internal business purposes and to provide services to its customers in a manner consistent with the terms and conditions of this Agreement and/or a relevant Work Order. Expleo shall retain exclusive ownership of the Expleo Tools embodied in any Deliverable.
- 13.5 The Client may, subject to Clauses 14.1 and 15.5, at its own risk, modify and alter any Deliverable and/or combine it with other information.
- 13.6 The Client will not:
 - 13.6.1 use, copy, modify or prepare derivative works from any Deliverable (including any Expleo Tools embedded or incorporated therein), except as expressly licensed in this Agreement;
 - 13.6.2 assign, license, sell, distribute or otherwise deal in any Deliverable delivered to the Client by Expleo in connection with this Agreement (including any Expleo Tools embedded or incorporated therein), without the prior written consent of Expleo;
 - 13.6.3 remove any Expleo Tools from any Deliverable or cause or permit the modification, distribution, reverse engineering, decompilation, decryption, disassembly or other translation of Expleo Tools; or
 - 13.6.4 modify, obscure or remove any identification or proprietary notices (including copyright and trademark notices) relating to any Deliverable or Expleo Tools.
- 13.7 The Client will promptly give notice to Expleo if it becomes aware of any infringement or suspected infringement of any Expleo Tools.
- 13.8 Notwithstanding any other provision of this Agreement or a Work Order, Expleo shall not be prevented or restricted from using any skills and experience similar to those provided in performing the Services elsewhere in the course of its business operations, or using or disclosing any technical knowledge or know-how gained in performing the Services, provided that in so doing Expleo does not breach its obligations of confidence to the Client hereunder or any Intellectual Property Rights of the Client.
- 13.9 This Clause 13 (Intellectual Property) shall survive the expiration or termination of this Agreement and any Work Order.

14. Indemnities

- 14.1 The Client agrees to indemnify and hold harmless Expleo and Expleo Personnel (each an "**Indemnified Party**") from and against all Loss suffered or incurred by an Indemnified Party arising out of or in connection with any claim made by a third party in relation to the Services ("**Third Party Claim**"), including (without limitation):
 - 14.1.1 any claim in relation to Expleo's possession, use or modification of any Client Materials provided to Expleo under this Agreement or any Work Order infringes its Intellectual Property Rights; and

- 14.1.2 any claim that any modifications, alterations and/or combined works made by or for the Client to any Deliverable infringe the Intellectual Property Rights of any third party; and
- 14.1.3 any claim in connection with any unauthorised disclosure made by or on behalf of the Client of any advice, Expleo Tools or Deliverables to, or unauthorised use of or reliance on any advice, Expleo Tools or Deliverables by, a third party.
- 14.2 The Client will defend, at its expense, any Third Party Claim provided that Expleo:
 - 14.2.1 allows the Client conduct of the defence of such Third Party Claim, including any settlement or compromise of the Third Party Claim;
 - 14.2.2 makes no admission of liability or other prejudicial statement and does not agree to any settlement or compromise of the Third Party Claim;
 - 14.2.3 notifies the Client promptly of any Third Party Claim; and
 - 14.2.4 gives the Client all reasonable assistance in connection with the defence of the IPR Claim.
- 14.3 Expleo agrees to indemnify and hold harmless the Client from and against any costs and damages awarded against the Client by a court of competent jurisdiction pursuant to a final judgment or a settlement as a result of, and will defend, at its expense, any third party claim against the Client that any Deliverable provided by Expleo infringes its Intellectual Property Rights (**Infringement Claim**) provided that the Client:
 - 14.3.1 allows Expleo conduct of the defence of such Infringement Claim, including any settlement or compromise of the Infringement Claim;
 - 14.3.2 makes no admission of liability or other prejudicial statement and does not agree to any settlement or compromise of the Infringement Claim;
 - 14.3.3 notifies Expleo promptly of any Infringement Claim; and
 - 14.3.4 gives Expleo all reasonable assistance in connection with the defence of the Infringement Claim.
- 14.4 Expleo shall have no liability under Clause 14.3 if the Infringement Claim is the result of:
 - 14.4.1 any modification or alteration of the relevant Deliverable by a person or entity other than Expleo; or
 - 14.4.2 any use of the Deliverable in any manner for which the Deliverable was not designed; or
 - 14.4.3 providing the Deliverable to a third party; or
 - 14.4.4 the Client continuing the allegedly infringing activity after being notified of the Infringement Claim or the Client's failure to use enhancements or modifications offered by Expleo to avoid the alleged infringement; or
 - 14.4.5 the use of the Deliverable in association or combination with any equipment, software or data not approved for use by Expleo; or
 - 14.4.6 any instruction, information or other materials provided by or on behalf of the Client to Expleo under this Agreement or any Work Order.
- 14.5 If any Deliverable is or in Expleo's opinion is likely to be, held to be infringing a third party's Intellectual Property Rights, Expleo may at its expense and option and in lieu of indemnification:
 - 14.5.1 procure the right for the Client to continue using it;
 - 14.5.2 replace it with a non-infringing equivalent;
 - 14.5.3 modify it to make it non-infringing; or
 - 14.5.4 direct the return of the Deliverable and refund to the Client the Fees paid for such Deliverable less a reasonable amount for the Client's use of the Deliverable up to the time of return.
- 14.6 This Clause 14 constitutes the Client's sole and exclusive remedy and Expleo's entire liability with respect to any part of the Services and/or Deliverable infringing any third party intellectual property rights of any kind.

15. Limitation of Liability

- 15.1 Nothing in this Agreement or any Work Order shall exclude or limit either party's liability to the other party:
 - 15.1.1 in respect of any fraud or fraudulent misrepresentation;
 - 15.1.2 for death or personal injury caused by its negligence; or
 - 15.1.3 to the extent that such limitation or exclusion is not permitted by law; or
 - 15.1.4 as regards the Client, in respect of any claim by Expleo for Fees, Overtime Fees or Reimbursable Costs.
- 15.2 Subject to Clause 15.1, neither party will be liable to the other party whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, on an indemnity basis or otherwise howsoever arising and whether or not such losses, damages, costs or expenses were foreseen, foreseeable or known, or a party was advised of the possibility of them in advance:
 - 15.2.1 for any for business interruption, loss of profits, loss of production, loss of or corruption to data, loss of or corruption to software, loss of business, loss of revenue, loss of operation time, loss of goodwill or reputation, loss of anticipated savings, loss of competitive advantage, loss of opportunity or wasted management time, in each case whether direct or indirect; or
 - 15.2.2 to give an account of profits to the other; or
 - 15.2.3 for any special, indirect, incidental, special or consequential loss, damage, cost or expense.
- 15.3 Expleo neither owes nor accepts any duty or responsibility to any person other than the Client for any Services or Deliverables supplied under this Agreement or any Work Order.

- 15.4 Expleo is not responsible for nor accepts any liability in respect of any third party products or services or the reliance by the Client on any non-fraudulent statement or representation made by Expleo or Expleo Personnel regarding a third party vendor or services provider, even if Expleo has been involved in recommending or selecting such third party vendors or services providers, or in the monitoring of their work. The Client's sole and exclusive rights and remedies with respect to any third party products or services are against the third party vendor or services provider and the Client shall have no recourse against Expleo.
- 15.5 Expleo is not responsible for any defect nor accepts any liability which is caused by or occurs in any part of the Deliverable which has been modified, altered or combined by or for the Client or due to any misuse of the Deliverable by the Client or any of its Personnel.
- 15.6 If Expleo's performance of its obligations under this Agreement or any Work Order is prevented or delayed by any act or omission of the Client or its Personnel, agents or contractors, or if any assumption contained in a Work Order is untrue or incorrect, Expleo shall not be liable for any costs, charges liabilities or losses sustained or incurred by the Client that arise directly or indirectly from such prevention, delay or inaccuracies and Expleo shall be relieved of its obligations to provide the Services and Deliverables to the extent performance of such obligations is impeded by such events or circumstances.
- 15.7 Subject to Clause 15.1, the maximum total liability of Expleo for Loss arising in respect of any Services or Deliverable provided by Expleo as specified under a Work Order will not exceed the amount of the Fees actually paid to Expleo by the Client for those Services or Deliverables provided by Expleo under the relevant Work Order and the maximum total aggregate liability of Expleo for any Loss arising in respect of any Services or Deliverables provided by Expleo under this Agreement (including all Work Orders and CCNs) shall be limited to **£2,000,000 (Two Million Pounds Sterling)** in any one year of the Contract Period ("**Limit of Liability**").
- 15.8 If the Services are provided to more than one party under this Agreement or any Work Order (together the "**Client Parties**"), the Limit of Liability shall be allocated among the Client Parties in equal shares unless the Client Parties expressly agree to other proportions which are stated in a Work Order, provided always that no Client Party shall dispute the validity, enforceability or operation of the Limit of Liability on the grounds that no such allocation was expressly stated in a Work Order. For the avoidance of doubt, (i) the aggregate of all such allocations shall not exceed the Limit of Liability set out in Clause 15.6 above and (ii) Expleo shall be liable only once in respect of the same matter, fact or circumstance which gives rise to any liability.
- 15.9 If Expleo is liable to any Client Party under this Agreement, a Work Order or otherwise in connection with the Services, for Loss to which any other persons have also contributed, Expleo's liability shall be several, and not joint, with such others, and shall be limited to Expleo's fair share of that total loss or damage, based on Expleo's contribution to the Loss relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of Expleo's proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.
- 15.10 The Client agrees that it will only bring a claim against Expleo and not against any Affiliate of Expleo or any Expleo Personnel (whether or not that individual was involved in providing the Services to which the Client's claim relates) and shall prior to exercising any rights available to it, the Client agrees to give Expleo a reasonable opportunity to remedy any breach by Expleo of its obligations under this Agreement or any Work Order.
- 15.11 Nothing in this Agreement or any Work Order shall restrict or limit a party's general obligation at law to mitigate its Loss, including in relation to any indemnity.
- 16. Non-Solicitation of Expleo Personnel**
- 16.1 During the period beginning with the date of this Agreement and ending 12 months after all Services to be provided under this Agreement or a relevant Work Order have been performed the Client will not directly or indirectly, without the prior written consent of Expleo, (i) solicit away from Expleo; (ii) endeavour to solicit away from Expleo; (iii) employ, engage or contract for services with; or (iv) endeavour to employ, engage or contract for services with, any Expleo Personnel engaged in the provision of Services, provided that, for the avoidance of doubt, the Client shall not be precluded from considering and accepting in good faith an application from any such person for a position in response to a national advertising campaign open to all comers and not specifically targeted at Expleo Personnel.
- 16.2 Without prejudice to any other rights or remedies of Expleo at law or under this Agreement or a Work Order, if the Client is in breach of its obligations under Clause 16.1, then Expleo may in its sole discretion demand as a condition of any consent given by it in accordance with Clause 16.1 and the Client will pay immediately on demand by Expleo, a sum equal to one year's basic salary or the annualised service fee payable to the relevant individual, plus all recruitment costs incurred by Expleo in replacing such person.
- 17. TUPE**
- 17.1 The Parties do not anticipate that the Employment Regulations will apply on commencement of this Agreement and/or any Work Order and the Client shall use its reasonable endeavours to procure that neither any Client employee nor any liability in respect of any Client employee will transfer to Expleo pursuant to the Employment Regulations as a consequence of: (i) the signing of this Agreement and/or any Work Order or (ii) Expleo commencing to provide the Services.
- 17.2 The Parties do not anticipate that the Employment Regulations will apply on (i) expiry, termination or partial termination of this Agreement and/or the Services and/or any Work Order or (ii) the Client or any replacement supplier commencing to provide the Services or services similar to the Services ("**Transfer Event**"). Expleo shall at all times during the Contract Period use its reasonable endeavours to manage the Services and Expleo Personnel in such a way as to procure that no contracts of employment of any Expleo employees transfer under the Employment Regulations to the Client or any replacement supplier upon a Transfer Event and the Client shall fully support and cooperate with Expleo in such endeavours.
- 17.3 Subject to Clause 17.4, each Party undertakes to indemnify and keep indemnified the other Party for any and all costs, claims, liabilities, penalties and expenses incurred in respect of any action that either Party is required to take in respect of any transfer

of employees from one party to the other pursuant to the Employment Regulations or otherwise arises in connection with the Employment Regulations.

- 17.4 If any employee or former employee of a party (the “**Transferor**”) asserts that his or her employment or contract of employment has transferred to the other party (the “**Transferee**”) pursuant to the Employment Regulations (a “**Transfer Claimant**”), the following provisions shall apply:
- 17.4.1 Within seven (7) days of becoming aware of a Transfer Claimant, the Transferee will notify the Transferor in writing.
- 17.4.2 The Transferor will, if it wishes, make or procure an offer in writing to employ the Transfer Claimant or otherwise take steps to obtain withdrawal of the allegation.
- 17.4.3 Upon the purported offer or invitation of withdrawal being made pursuant to Clause 17.4.2 (or at any time after the expiry of fourteen (14) days from the notification given in accordance with paragraph 17.4.1 if the offer or invitation is not made) but in any event within six (6) weeks of the Transferee becoming aware of the allegation, the Transferee may give purported notice to terminate the employment of the individual concerned.
- 17.4.4 Provided that the Transferee complies with its obligations as set out in this Clause 17.4, the Transferor shall indemnify the Transferee against all costs, claims, liabilities, penalties and expenses which arise out of or in relation to the employment and/or termination of the Transfer Claimant.

18. Force Majeure

- 18.1 Despite anything else contained in this Agreement or a Work Order, neither party will be liable for any delay in performing its obligations under a Work Order if that delay is caused by circumstances beyond its reasonable control (including, without limitation, any delay caused by an act or omission of the other party) and, in those circumstances, the party affected will be entitled to a reasonable extension of time for the performance of its obligations. The affected party will tell the other, in writing, of the occurrence and date of this delay as soon as reasonably possible and inform the other party of any effect on the affected party's ability to perform its obligations under a Work Order. As soon as reasonably possible after those circumstances have come to an end, the affected party will notify the other of the end of those circumstances.
- 18.2 Unless otherwise specified in a Work Order, if either party's delay under this Clause 18 continues for more than 6 consecutive months either party may terminate the relevant Work Order by giving not less than 30 days' notice to the other. Termination of a Work Order pursuant to this Clause 18 is without prejudice to the Client's obligations and liability in Clause 7.2.

19. Termination Rights

- 19.1 A party may terminate this Agreement or any individual Work Order (as applicable) by written notice to the other if the other party:
- 19.1.1 commits any material breach of this Agreement or the relevant Work Order and (in the case of a breach which is not persistent and can be remedied) has failed, within 30 days after receipt of a request in writing to do so, to remedy the breach; or
- 19.1.2 has a receiver or administrative receiver appointed to it or over any part of its business or assets or passes a resolution for winding up (except for the purposes of a genuine scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect, or it becomes subject to an administration order or an order granting court protection or appointing an examiner or enter into any voluntary arrangement with its creditors, or it ceases or threatens to cease to carry on business.

20. Consequences of termination

- 20.1 In relation to the termination of a Work Order, or in relation to termination of this Agreement under Clause 19.1, all rights and obligations of the parties (in relation to that Work Order, or the Agreement, as the case may be) will cease to have effect immediately on termination except that termination will not affect:
- 20.1.1 the accrued rights and obligations of the parties at the date of termination; and
- 20.1.2 the provisions of Clauses 10 (Confidentiality), 13 (Intellectual Property), 14 (Indemnities), 15 (Limitation of Liability), 16 (Non-solicitation of Expleo Personnel), 17 (TUPE), 20 (Consequences of Termination), 21 (Publicity), 24 (Anti-corruption), 35 (Governing Law and Jurisdiction) of this Agreement, the obligation to pay accrued Fees and Reimbursable Costs and any other provisions of this Agreement expressed to continue or come into effect after termination shall survive the termination of the Agreement and remain in full force and effect.
- 20.2 The Client will and will procure that its Personnel will, upon the termination of this Agreement and any Work Order, immediately deliver up to Expleo all correspondence, documents, specifications, papers and property belonging to Expleo which may be in its or their possession or under its or their control and will when requested so to do by Expleo, confirm in writing to Expleo its compliance in full with this provision such confirmation to acknowledge that no copies of or extracts from any such documentation has been retained by the Client.
- 20.3 Expleo will and will procure that Expleo Personnel will, upon the termination of this Agreement, and any Work Order immediately deliver up to the Client (subject to Clause 11.7) all Client Data and Client Materials which may be in its or their possession or under its or their control and will when requested so to do by the Client, confirm in writing to the Client its compliance in full with this provision.
- 20.4 Promptly after the date of termination of the Agreement or a Work Order, as the case may be, Expleo will submit a final invoice to the Client in respect of all Services rendered up to the date of termination (including work in progress) and the Client will pay the same in accordance with Clause 6 of this Agreement.
- 20.5 For the avoidance of doubt, termination (for whatever reason) of a Work Order shall not affect the validity of the remainder of this Agreement or of the remaining Work Orders, which shall remain in full force and effect.

21. Publicity

- 21.1 Each party gives the other its consent to publicise the fact that the parties have a business relationship, but not to disclose the terms of this Agreement or a Work Order or the specific nature of any Services performed for the Client. For the avoidance of doubt, the Client consents to the use of its name and logo identifying it as a client of Expleo in Expleo's general marketing, sales or other promotional materials, provided its use conforms with any guidelines issued by the Client to Expleo from time to time. The Client agrees to provide a reference for Expleo from time to time.
- 21.2 The Client agrees, if requested by Expleo, to work together in good faith on a joint marketing initiative with a view to publishing a case study for use in both the Client's and Expleo's marketing, sales or other promotional materials, subject to the parties agreeing the content, timing and manner of publication of the case study.

22. Notices

- 22.1 All notices to be given under this Agreement or a Work Order must be in writing and sent to the address of the recipient set out at the start of this Agreement, or any other address which the recipient may notify the other in writing from time to time. Any notice may be delivered by hand personally or sent by first class prepaid recorded delivery post (within the United Kingdom) or airmail providing proof of delivery (if overseas) or by facsimile and will be treated as served: if by hand, when delivered; if by first class post, 48 hours after posting; if by airmail, 10 Working Days after posting or at the time recorded by the delivery service; and if by facsimile, when despatched, provided the sender's fax machine produces automatic confirmation of error free transmission to the recipient's fax number. This Clause does not apply to the service of any proceedings or other documents in any legal action.

23. Independent Contractors

- 23.1 In connection with this Agreement and each Work Order issued under it, each party is an independent contractor.
- 23.2 Nothing in this Agreement or any Work Order is intended to, or shall be deemed or construed to, establish any employer/employee relationship, partnership or joint venture between the parties, constitute any party the agent of any other party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 23.3 A party's Personnel shall not be considered or held out as employees or officers of the other party, shall not be entitled to any benefits that the other party grants its employees and have no authority to act or purport to act on the other party's behalf.

24. Anti- Corruption and Modern Slavery

- 24.1 The parties shall each comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (including but not limited to the Bribery Act 2010) (**Relevant Requirements**) and shall have and maintain in place throughout the Contract Period its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements.
- 24.2 Each party shall be responsible for the observance and performance of the obligations under Clause 24.1 by its Personnel, and shall be directly liable to the other party for any breach by such persons of any such obligations.
- 24.3 Each party shall notify the other immediately if it has reason to suspect that any breach of Clause 24.1 by it or any of its Personnel has occurred or is occurring or is likely to occur in connection with this Agreement or any Work Order, its subject matter or the receipt or payment (as the case may be) of any moneys from or by the Client to Expleo.
- 24.4 If either Party (the "**Defaulting Party**") breaches Clauses 24.1 or 24.3, the other Party (the "**Non-defaulting Party**") may, without prejudice to any other right or remedy available to the Non-defaulting Party and notwithstanding any other terms of this Agreement or a Work Order, terminate this Agreement and all Work Orders immediately.
- 24.5 In performing its obligations under this Agreement, Expleo shall comply with:
- 24.5.1 the Modern Slavery Act 2015; and
- 24.5.2 any code of conduct provided by the Client to Expleo of the Client for entities which supply any goods or services to the Client ("**Client Code of Conduct**").
- 24.6 Expleo shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 24.7 Expleo shall notify the Client as soon as it becomes aware of:
- 24.7.1 any breach, or potential breach, of the Modern Slavery Act 2015 or Client Code of Conduct; or
- 24.8 any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.
- 24.9 If requested by the Client, Expleo shall prepare and deliver to the Client, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.
- 24.10 Any breach of Clauses 24.5-24.9 by Expleo shall be deemed a material breach of this Agreement and shall entitle the Client to terminate in accordance with Clause 19.1.1.

25. Third Party Rights

- 25.1 Except as set out in this Clause 25, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

25.2 Subject to Clause 25.3, wherever the context so requires, this Agreement is intended to benefit (and be enforceable by) Affiliates of Expleo and its and their Personnel.

25.3 If a person who is not a party to this Agreement is stated to have the right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, the parties may terminate, rescind or vary this Agreement (and any documents entered into pursuant to or in connection with it, including a Work Order or Change Control Note) without the consent of that person (whether or not in a way that varies or extinguishes rights or benefits in favour of such third parties).

26. Waiver

26.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

26.2 No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

27. Adequacy of Damages

27.1 Each party acknowledges that monetary damages may be both incalculable and an insufficient remedy for any breach of Clauses 10 (Confidentiality) and 13 (Intellectual Property) of this Agreement and that any such breach by a party would cause the other party irreparable harm. Accordingly, each party also agrees that, in the event of any such breach or threatened breach, the other party, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance

28. Reasonableness

28.1 Each party to this Agreement confirms it has had sufficient opportunity to obtain legal advice relating to all the matters provided for in this Agreement, including the provisions of Clause 14 (Limitations of Liability) and agrees, having considered the terms of each clause and the Agreement as a whole, that the provisions of each clause and this Agreement are fair and reasonable.

29. Entire Agreement

29.1 This Agreement and any documents entered into pursuant to or in connection with it, (including any Work Orders and Change Control Notes) constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

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

29.3 Each party acknowledges that it has not been induced to enter into this Agreement by any representation, warranty or undertaking not expressly incorporated into it.

30. Assignment and other dealings

30.1 Neither party shall assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement or any Work Order without the prior written consent of the other, save that Expleo may assign or novate (as appropriate) Expleo's rights, benefits and/or obligations under this Agreement or any Work Order to any Expleo Affiliate.

30.2 The Client undertakes that should Expleo need to execute a novation rather than an assignment, to an Expleo Affiliate as contemplated in Clause 30.1, the Client shall execute a deed of novation to effect such novation.

31. Severance

31.1 If any provision or part-provision of this Agreement or any Work Order is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 31 shall not affect the validity and enforceability of the rest of this Agreement or the relevant Work Order.

31.2 If any provision or part-provision of this Agreement or any Work Order is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

32. No Set-off

32.1 All monies (including, but not limited to, any Fees and Reimbursable Costs) payable by the Client to Expleo under this Agreement and any Work Order will be paid in full in accordance with the Agreement without any set-off, deduction, counter-claim or withholding of any nature whatsoever.

33. Counterparts

33.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

33.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) or (c) an electronic platform (via DocuSign or such other platform as may be

agreed) on which each party can add its electronic signature to this Agreement and/or indicate its acceptance and intention to do so, shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

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

34. Dispute resolution procedure

34.1 Expleo and the Client shall each appoint a relationship manager (as specified in the Work Order) who shall have overall responsibility for the relationship between Expleo and the Client

34.2 If any matter remains unresolved at any Review Meeting or the Client Project Manager and the Expleo Delivery Manager are unable to agree a plan to resolve such matter or any other dispute arises out of or in connection with this Agreement or any Work Order or the performance, validity or enforceability of either (**Dispute**) then the parties shall follow the procedure set out in this Clause 34:

34.2.1 either relationship manager shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, Expleo's relationship manager and the Client's relationship manager shall attempt in good faith to resolve the Dispute;

34.2.2 if Expleo's relationship manager and Client's relationship manager are for any reason unable to resolve the Dispute within 14 days of service of the Dispute Notice, the Dispute shall be referred to the relevant Business Unit Leader of Expleo and the accountable executive of the Client who shall who shall meet no later than 7 days after any such referral to attempt in good faith to resolve the Dispute; and

34.2.3 if the relevant Business Unit Leader of Expleo and the accountable executive of the Client are for any reason unable to resolve the Dispute within 7 days of it being referred to them, the Dispute shall be referred to the Managing Director UK of Expleo and the accountable senior executive of the Client who shall who shall meet no later than 7 days after any such referral to attempt in good faith to resolve the Dispute; and

34.2.4 if the Managing Director UK of Expleo and the accountable senior executive of the Client are for any reason unable to resolve the Dispute within 7 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. The mediation will take place in London, England and the language of the mediation will be English. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute (with a copy sent to CEDR), requesting a mediation.

34.3 The commencement of mediation shall not prevent a party commencing or continuing court proceedings in relation to the Dispute under Clause 35 (Governing Law and Jurisdiction) which clause shall apply at all times.

34.4 If the Dispute is not resolved within 14 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 14 days, or the mediation terminates before the expiration of the said period of 14 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with Clause 35 (Governing Law and Jurisdiction) of this Agreement.

35. Governing Law and Jurisdiction

35.1 This Agreement (including any Work Orders and CCNs) and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of England and Wales.

35.2 Both parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1
(Pro-forma Work Order)

WORK ORDER

Date of Work Order:

Expleo Ref.: [Expleo use only]

Agreement pursuant to which this Work Order is made:

Framework Services Agreement dated [date] made between Expleo Technology UK Limited and [Client name] (Registered company number []) for the provision of Services
Expleo Contract Ref: [insert original reference no of FSA]

This Work Order is made pursuant to and in accordance with the terms of the above Agreement.

Except as specifically modified by this Work Order, the terms and provisions of the Agreement remain in full force and effect. If any term or provision of this Work Order conflicts with or contradicts any term or provision of the Agreement, the term or provision of this Work Order will prevail. The terms and conditions contained on the Client's Purchase Orders are expressly excluded and shall not apply to, supplement or supersede any provisions of this Work Order or the Agreement.

Unless otherwise stated in this Work Order, capitalised terms have the meaning set out in Clause 1 (Definitions and Interpretation) of the Agreement.

Expleo agrees to perform the Services described in this Work Order, on the terms set out or otherwise referred to herein.

1. Services

Project Name:	[Project name]
Scope of Work:	[Insert high-level description of the project scope]
Reference Documents:	[Client's statement of requirements (if any) to be attached/referenced]
Description of Services:	[Detailed description of services] – use SMART criteria
Exclusions:	For the avoidance of doubt, the following are expressly out of scope and excluded from the Services: [Insert details of any matters that are excluded from the Services] <i>(what is carved out from the scope of Expleo's work but needed for the Project, especially if other consultants are involved in developing or providing software, system integrators etc);</i>
Dependencies:	[Insert details of any support / information/ reports/ access etc. specifically required to be provided by the Client or any third party on behalf of the Client prior to the commencement of the Services]
Assumptions:	For the purposes of the Services, Expleo has assumed: - the form of the Project described to us not changing; - the Client will provide the necessary leadership and resources to support the Services; - timely co-operation, decisions and approvals by the Client as necessary or desirable for the performance of the Services; [Insert details of any matters that Expleo assumes in order to perform the Services]
Deliverables:	[Insert details of any reports/work product/deliverables to be delivered to the Client]
Expleo Delivery Manager:	[Name of manager]
Client Project Manager:	[Name of project manager at client site qualified to oversee the Services and take responsibility for Client's management decisions in connection with them]
Location of Services:	[Address of premises where the Services are to be delivered – client, Expleo etc.]

2. Data Protection and Data Processing Particulars

[Drafting notes: Each of the sections below will need to be completed with the specific client in mind and input from them will be required. The text included (highlighted in yellow) is for example only.]

Client personal data:	Will the client share personal data with Expleo consultants as part of the engagement on shore? Yes/No
	[If No include the following statement and delete the yes section below:] The Client will ensure that it does not make available to Expleo any personal data for the purposes of the Data Protection Legislation, under or pursuant to this Work Order. Expleo will not be required to process or handle any personal data controlled by Client, which is expressly out of scope and excluded from the Services.
Yes	[If Yes delete the no statement above and complete the yes section below. The text included (highlighted in yellow) is for example only]
The purposes of processing:	[Please be as specific as possible, but make sure that you cover all intended purposes] [The processing is intended to pinpoint areas where the migration of Client Data into the Client's new ERP database has either failed or been incomplete. Personal data will also be used to verify that Client data may be transferred between the Client's ERP system and other aspects of its IT infrastructure. The processing may also test the scalability of the ERP system, as well as its peak load response times. This may require the use of existing personal data.]
The means of processing:	[Processing may be undertaken by automatic or manual means. Processing activities will involve the use of existing Client personal data. No processing operations carried out on Client personal data will have the effect of generating further personal data, or using the Client personal data for a purpose inconsistent with the purpose for which it was originally collected, as notified to Expleo by the Client.]
The duration of the processing:	[Processing will continue throughout the Term of this Agreement.]
The type of personal data being processed:	[Personal details include: names, employee IDs, job titles, line management, genders, ages, dates of birth, home or business addresses, e-mail addresses, home, business or mobile phone numbers, IP addresses, device IDs.]
The categories of data subjects:	[E.g. the Client's Personnel, customers, suppliers, sub-contractors, professional advisors and other relevant contacts.]
	Will the personal data detailed above be processed Off-shore? [Yes/No] If Yes, which Expleo Off-shore office?
Data Transfer Agreement:	[Drafting Note: If the engagement is to be carried out off-shore a Data Transfer Agreement must be put in place prior to the engagement commencing. The details of which to be noted in the statement below.] For the purposes of ensuring personal data provided by the Client to Expleo for the performance of the Services is adequately protected in accordance with the Data Protection Legislation, a Data Transfer Agreement dated [date] has been made between [Insert details of parties], which governs the transfer, storage and processing of Client Data (including personal data) outside the European Economic Area.

3. Resources

Expleo Resources:	[choose roles as required – do not insert employee/contractor names, advise finance separately of staff allocated and applicable rates]: On-shore roles: • [Insert details] x [1] Off-shore roles: • [insert details] x [1]
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4. Timetable

Start Date:	[Start date]
Duration:	[Duration]
End Date (est.):	[Estimated end date]

5. Termination

Termination Rights:	In addition to the provisions of Clause 19 of the Agreement, Expleo shall be entitled to terminate this Work Order if: [details]
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6. Fees (excluding VAT)

A **[flat {daily/ weekly/ monthly} rate] [capped project fee] of £Amount** (excluding VAT) has been agreed for the Project set out in this Work Order subject to the scope, assumptions and resource requirements herein remaining unchanged. In the event that changes occur with respect to such scope, assumptions and/or resource requirements, including those due to unforeseen events, the parties shall meet in good faith and agree to a revised fee arrangement.

OR

Fees (excluding VAT) for the Services Expleo will perform under this Work Order shall be calculated on a time and materials basis by reference to the number of man days spent by any Expleo Personnel, at the rates set out below applicable to the respective Expleo resources engaged on the Project.

Daily Rates*:	[detail whether on-shore, near-shore, off-shore, off-shore landed or blended rates]	£
	[Principal Consultant]	£
	[Senior Consultant]	£
	[Consultant]	£
*Daily rates are based on an 8 hour working day, exclusive of VAT and Reimbursable Costs.		
Is VAT payable?	[Yes/No]	
Estimated Total Cost:	[Enter estimated total cost] (plus Reimbursable Costs)	
Fee Basis:	All work is done on a time and materials basis and any Estimated Total Cost is indicative.	
Overtime:	Saturdays: 150% of the applicable Daily Rate, charged on an hourly basis. Sundays and UK Bank Holidays: 200% of the applicable Daily Rate, charged on an hourly basis. Over 8 hours on any week day: 100% of the applicable Daily Rate, charged on an hourly basis.	
Reimbursable Costs:	[Reimbursable Costs for the Project set out in this Work Order are fixed at XX% of [flat {daily/ weekly/ monthly} rate] or [capped project fee] or [daily rates] above]. OR [Reimbursable Costs for the Project set out in this Work Order must comply with the Client's expenses policy, attached as Appendix [A]]	

7. Invoicing

Invoice Recipient:	[Name of invoice recipient – must be identical to the identified Client]
Invoice Address:	[Invoicing address]

Special information on invoices:	[PO number / Work Order number] [What special information must be included on invoices?]
Payment Terms:	Payment due by 30 days from the date of invoice
Accounts Payable	[Name] [e-mail address]

8. Primary Contacts/Relationship Managers

Expleo Relationship Manager:	[Expleo's primary contact i.e. Account Manager] Name: Title: Tel: E-mail:
Client Relationship Manager:	[Client's primary contact i.e. Client Relationship Manager] Name: Title: Tel: E-mail:

9. Additional terms applicable to this Work Order only (if any)

	<i>[Insert any additional terms or variations to the Framework Services Agreement, for example, any different position on intellectual property rights / liability caps / indemnities / etc.]</i>

In witness whereof this Work Order has been executed on the above date:

Signature: _____

Name: _____

For and on behalf of: Expleo Technology UK Limited

Signature: _____

Name: _____

For and on behalf of: [Client Name]

Schedule 2
(Pro-forma Change Control Note)

CHANGE CONTROL NOTE
(CCN)

Date of CCN:

CCN Reference No.: [•]

Expleo Contract Ref.: [Expleo use only]

Originator: [Client/Expleo]

Agreement pursuant to which this CCN is made: Framework Services Agreement dated [date] made between Expleo Technology UK Limited ("Expleo") and [Client name] (Registered company number [•]) ("Client") for the provision of Services

Expleo Contract Ref: [insert original reference no of FSA]

Work Order to be amended: Work Order dated [date] made between Expleo and the Client in respect of [Project name].

Expleo Contract Ref: [insert original reference no of WO]

This Change Control Note is made pursuant to and in accordance with the terms of the above Agreement to amend the above [Agreement/Work Order].

Project Name:	[Project name]
Reason for proposed change:	[Party proposing change to complete]
Full details of proposed change:	[Party proposing change to complete]

IT IS AGREED as follows:

1. With effect from [date] the [Agreement/Work Order] shall be amended as set out below:

[Details of the amendments to the [Agreement/Work Order] to be inserted here – to include the explicit changes required to the text in order to effect the change, i.e. Clause/Schedule/Clause number, required deletions and insertions etc.

- the timing for implementation of the changes;
- any variations to the Fees arising from the change;
- any variations to the allocated resources arising from the change; and
- any other impact of the change on the [Agreement/ Work Order]

2. Each party shall promptly do all such acts or execute all such documents as may be required to give effect to the amendments effected or to be effected pursuant to this Change Control Note.
3. Save as herein amended, all other terms and conditions of the Agreement and the Work Order inclusive of any previous CCNs shall remain in full force and effect.

In witness whereof this Change Control Note has been executed on the above date:

Signature: _____

Name: _____

For and on behalf of: Expleo Technology UK Limited

Signature: _____

Name: _____

For and on behalf of: [Client Name]

Schedule 3
(Shared Data)

Subject matter of Shared Data	Disclosing Party	Receiving Party	Purpose of the data sharing	Lawful basis of sharing	Type of Data	Categories of data subject
Personnel Information	Expleo	Client	As necessary by the Client for the purposes of procuring or receiving the Services or complying with its legal or regulatory obligations	☐ Consent ☐ Legitimate Interests	☐ Names ☐ Job titles ☐ Business contact details ☐ Telephone numbers ☐ Email addresses ☐ Government issued identifiers and associated information (e.g. passport, national insurance number, tax number, drivers licence, date of birth) ☐ CVs or information typically included in them (e.g. education and training, skills and expertise, employment history, personal interests) ☐ information relating to or required to assess compliance with any Client policies ☐ records relating to hours worked ☐ records relating to expenses ☐ photographs, videos, sound recordings ☐ results of pre-employment or other background screening checks (other than criminal convictions or offences) ☐ criminal convictions or offences	☐ Expleo's employees, partners, directors, officers, contractors, agents or representatives ☐ Members, partners, employees, officers, directors, agents or representatives of any entity that supplies goods or services to Expleo ☐ Individuals or members, partners, employees, officers, directors, agents or representatives of any entity that receives goods or services from Expleo ☐ Professional advisors, consultants ☐ [other: to be completed]

Subject matter of Shared Data	Disclosing Party	Receiving Party	Purpose of the data sharing	Lawful basis of sharing	Type of Data	Categories of data subject
					☐ [other: to be completed]	

1. The parties agree that for the Shared Data, the Disclosing Party and the Receiving Party shall be independent data controllers.
2. The Disclosing Party shall share the Shared Data with the Receiving Party on the basis and solely for the purpose set out in this Schedule.
3. The Receiving Party shall use the Shared Data solely for the purpose set out in this Schedule, except where it obtains a separate consent of a relevant data subject or independently determines that it has any other lawful basis for processing by it of any Shared Data.
4. The Receiving Party alone shall be legally liable for any act or omission of it or its Personnel in connection with any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Shared Data that occurs once the Shared Data has been transferred to it by the Disclosing Party.
5. The Receiving Party shall notify the Disclosing Party promptly (and in any event within 2 Business Days) following its receipt of any complaint or Subject Access Request or notification of an audit or an investigation by a Supervisory Authority in connection with any Shared Data, and shall provide a copy of such complaint, request, notification or correspondence and reasonable details of the circumstances giving rise to it.