Master Services Agreement ("MSA")

Agreed terms

1. Interpretation

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

(a) **Affiliate**: any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

(b) **Applicable Laws**: all applicable laws, statutes, regulation and codes from time to time in force.

(c) **Available Services:** those services that may be made available by Loomery from time to time including consultancy, advice, design development and support in relation to software projects.

(d) **Background IP:** the Intellectual Property Rights (and any amendments or changes thereto) in any materials, code, works, data or content which existed prior to, or independently of, the Works being delivered and as may be incorporated by Loomery into a Deliverable.

(e) **Bespoke IP:** the Intellectual Property Rights in the Deliverables, excluding all Background IP**.**

(f) **Business Day:** a weekday that is not a Bank Holiday in England OR any day that would usually be a business day between Christmas and New Year. Loomery works on the basis of a working day of 8 hours (40 hours per week).

(g) **Confidential Information:** information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of either party for the time being confidential to that party and trade secrets including, without limitation, technical data and know-how relating to the business of either party or any of its or suppliers, customers, agents, distributors, shareholders, management or business contacts, whether or not such information (if in anything other than oral form) is marked confidential.

(h) **Client Requirements:** the actions and content (including, but not limited to, the Client Material) required to be provided by You, as identified in a Statement of Work.

(i) **Control**: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

(j) **Client's Equipment**: any equipment, including tools, systems, cabling or facilities, provided by the Client, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Works including any such items specified in a Statement of Work.

(k) **Client Materials**: all documents, information, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to Loomery in connection with the Works, including the items provided pursuant to clause 6.1(g).

(l) **Contract Manager**: the individual appointed by each party pursuant to clause 27;

(m) **Deliverables**: any outputs of the Works to be provided by Loomery to the Client as specified in a Statement of Work.

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

(o) **SoW Charges**: the sums payable for the Works as set out in a Statement of Work together with any charges agreed or incurred in relation to any variation.

(p) **Statement of Work**: an agreement, agreed in accordance with clause 3 using the format as set out in the example attached as an Appendix, describing the services to be provided by Loomery, the agreed delivery model and process, the timetable for their performance and other agreed related matters.

(q) **Third Party IP:** any Intellectual Property Rights owned by a third party (other than Loomery or the Client).

(r) **VAT**: value added tax chargeable under the Value Added Tax Act 1994.

(s) **Works**: the Available Services which are provided by Loomery under a Statement of Work, including services which are incidental or ancillary to the Works.

1.2. Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4. The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.5. A reference to a **company** shall include any company, corporation or other corporate body, wherever and however incorporated or established.

1.6. Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.

1.7. Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

1.8. This agreement shall be binding on, and inure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.9. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

1.10. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.11. A reference to **writing** or **written** includes email.

1.12. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.13. A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference of this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

1.14. References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.15. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrases or terms preceding those terms.

1.16. The clauses set out herein shall apply to each Statement of Work and in the event of conflict or inconsistency shall have precedence over any terms and conditions set out in a Statement of Work unless the relevant provision of the Statement of Work expressly states that it overrules the relevant clause. Where a provision of a Statement of Work is expressed to overrule a clause, that provision shall only apply in respect of that Statement of Work and shall not apply to any other Statement of Work or otherwise operate to amend the clauses. Where there are conflicts between multiple Statements of Work regarding the same subject Services, the later Statement of Work shall take precedence.

2. Commencement and duration

2.1. This agreement shall commence on the date when it has been signed by all parties and shall continue for a period of three years, after which it will expire (unless extended by the parties' prior written agreement) or:

(a) unless terminated earlier in accordance with clause 13 (Termination), or

(b) unless either party gives to the other party 12 months' written notice to terminate (such notice to be served no earlier than the first anniversary of the date of this agreement).

2.2. The parties shall not enter into any further Statements of Work after the date on which notice to terminate is served under clause 2.1.

2.3. Where any Statements of Work remain to be delivered as of the effective date of termination or expiry of this agreement, the notice of termination or date of expiry shall be extended until such Statement of Work is completed or terminated in accordance with its terms.

2.4. The Client may procure any of the Available Services by agreeing a Statement of Work with Loomery pursuant to clause 3 (Statements of Work).

2.5. Loomery shall provide the Works from the date specified in the relevant Statement of Work.

3. Statements of Work

3.1. Each Statement of Work shall be agreed in the following manner:

(a) the Client shall ask Loomery to provide any or all of the Available Services and provide Loomery with as much information as Loomery reasonably requests in order to prepare a draft Statement of Work for the Available Services requested;

(b) following receipt of the information requested from the Client, Loomery shall, as soon as reasonably practicable, either:

(i) inform the Client that it declines to provide the requested Available Services; or

(ii) provide the Client with a draft Statement of Work.

(c) if Loomery provides the Client with a draft Statement of Work pursuant to clause 3.1(b)(ii), Loomery and the Client shall discuss and agree that draft Statement of Work; and

(d) both parties shall sign the draft Statement of Work when it is agreed.

3.2. Once a Statement of Work has been agreed and signed in accordance with clause 3.1(d), no amendment shall be made to it except in accordance with clause 17 (Variation). Within an agreed period of time (as set out in a Statement of Work) prior to the expiry of a Statement of Work the Client Contract Manager and Loomery Contract Manager shall discuss whether an exit plan (as relates to the Works under the Statement of Work) is required and, if so, the scope, charges and timescales that apply to that plan.

3.3. Each Statement of Work shall be part of this agreement and shall not form a separate contract to it.

4. Loomery's responsibilities

4.1. Loomery shall use reasonable endeavours to manage and complete the Works, and deliver the Deliverables to the Client, in accordance with a Statement of Work in all material respects.

4.2. Loomery shall comply with all Applicable Laws during provision of the Works.

4.3. Loomery shall provide the Works in accordance with good industry practice as would be expected of a service provider within the sector of providing services the same or similar to the Works.

4.4. Loomery shall use reasonable endeavours to meet any performance dates specified in a Statement of Work but any such dates shall be estimates only and the time taken by Loomery to complete the Works shall not be of the essence of this agreement.

4.5. Where a Statement of Works includes a requirement for build of a specified Deliverable, Loomery shall adhere to and observe the process set out in Schedule 2 (“Delivery Approach, Scope Management and Acceptance”) at all times.

4.6. Loomery shall, at all times during the term of this agreement, hold such insurance policies as it deems (in its reasonable opinion) necessary with regards to the scope and type of Services to be delivered.

5. Rotation

5.1. Unless otherwise stated in the applicable Statement of Work, Loomery shall have sole discretion over the identity of its personnel used to provide the Works, provided that Loomery shall ensure that the personnel are in all cases suitably experienced. Where specific Loomery personnel are specified in an applicable Statement of Work, Loomery shall use reasonable efforts to provide the Services though those named persons, provided that Loomery shall be entitled to replace such individuals with others of equivalent qualification and experience on no more than 14 days' notice to the Client. Without limiting the foregoing, the Client acknowledges that it is Loomery's standard policy not to allocate the same personnel to any one client or project for periods exceeding twelve (12) months (“Rotation Policy”).

6. Client's obligations

6.1. The Client shall:

(a) co-operate with Loomery in all matters relating to the Works;

(b) comply with all Applicable Laws;

(c) appoint a Contract Manager (in accordance with clause 27) in respect of the Works to be performed under each Statement of Work, the same person as identified in the Statement of Work. That person shall have authority to contractually bind Loomery on all matters relating to the relevant Works;

(d) ensure the Contract Manager, key stakeholders, empowered decision makers and subject matter experts as required (as Loomery reasonably determines) throughout the delivery of the Works can quickly take informed decisions (and in any event, respond to any request for feedback or input from Loomery within 2 Business Days wherever reasonably possible);

(e) engage, collaborate, and provide feedback to Loomery in the course of the delivery of the Works to remove any impediments to the delivery of the Works that are within the Client’s sphere (direct or indirect) of control;

(f) adhere to and comply with Loomery’s policies and procedures including its ‘Anti-harassment and Bullying Policy’ available on request, as in force from time to time;

(g) maintain a professional and polite demeanour in all interactions and respect any directions provided in respect of communication channel use, and act in good faith towards Loomery, and all personnel of Loomery;

(h) provide, for Loomery, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as reasonably required by Loomery including any such access as is specified in a Statement of Work;

(i) provide to Loomery in a timely manner all documents, information, items and materials including access to APIs, access credentials or other data feeds, in any form (whether owned by the Client or a third party) required under a Statement of Work or otherwise reasonably required by Loomery in connection with the Works and ensure that they are accurate and complete in all material respects;

(j) inform Loomery of all health and safety and security requirements that apply at the Client's premises;

(k) ensure that all the Client's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Works;

(l) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Loomery to provide the Works, including the use of all Client Materials and the use of the Client's Equipment insofar as such licences, consents and legislation relate to the Client's business, premises, staff and equipment, in all cases before the date on which the Works are to start;

(m) comply with any additional responsibilities of the Client as set out in the relevant Statement of Work;

(n) where a Statement of Works includes a requirement for build of a Deliverable, adhere to and observe the process set out in Schedule 2 ("Delivery Approach, Scope Management and Acceptance") at all times.

6.2. If Loomery's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, Loomery shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client and invoice the Client (and the Client agrees to pay) for any time incurred as a result of such delay at Loomery's then in force rates.

7. Non-solicitation

7.1. The Client shall not, without the prior written consent of Loomery, at any time from the date on which any Works commence to the expiry of 12 months after the completion of such Works, solicit or entice away from Loomery or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Loomery in the provision of such Works.

8. Charges and payment

8.1. In consideration of the provision of the Works by Loomery, the Client shall pay the SoW Charges.

8.2. Where the SoW Charges are calculated on a time and materials basis Loomery shall ensure that every individual whom it engages on the Works completes time sheets to record time spent on the Works, and Loomery shall indicate the time spent per individual in its invoices. The Client will compensate Loomery, on a time and materials basis at the day rates per role in the rate card to be appended to a Statement of Work.

8.3. Where SoW Charges are billed on a time and materials basis as set out in clause 8.2, the following assumptions shall apply:

(a) SoW Charges shall be calculated on the basis of a standard working day (on a Business Day) of eight (8) hours;

(b) Loomery's personnel may, if Loomery deems it required, work extra hours to make up for resourcing gaps left by a Loomery team member's absences, additional hours in excess of nine hours a day will be charged at an eighth of the day rate for that role but will be agreed via email in advance with the Product Strategist;

(c) during the course of the engagement, Loomery may (in agreement with the Client, not to be unreasonably withheld, conditioned or delayed) assign a non-billed resource to the team. In a scenario, whereby a billable Loomery team member is on holiday or on sick leave, then the non-billed individual will be considered as back-fill and will therefore be billable up to the value of said absence.

8.4. Where the SoW Charges are calculated on a fixed price basis, the amount of those charges shall be as set out in a Statement of Work.

8.5. The SoW Charges exclude the following, which shall be payable by the Client monthly in arrears, following submission of an appropriate invoice:

(a) the cost of hotels, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Loomery engages in connection with the Works; and

(b) the cost to Loomery of any materials or services procured by Loomery from third parties for the provision of the Works as such items and their cost are set out in the Statement of Work **or** approved by the Client in advance from time to time.

8.6. Loomery shall invoice the Client for the SoW Charges at the intervals specified in the Statement of Work. If no intervals are so specified, Loomery shall invoice the Client prior to commencement of the Works.

8.7. The Client shall pay each invoice submitted to it by Loomery within 14 days of receipt to a bank account nominated in writing by Loomery from time to time.

8.8. Without prejudice to any other right or remedy that it may have, if the Client fails to pay Loomery any sum due under this agreement on the due date:

(a) the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and

(b) Loomery may suspend part or all of the Works until payment has been made in full.

8.9. All sums payable to Loomery under this agreement:

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

(b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. Intellectual property rights

9.1. Other than where set out in a Statement of Work, in relation to the Deliverables all Intellectual Property Rights, as well as all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials, in whatever form, including but not limited to hard copy and electronic form, prepared by Loomery, arising in connection with the Services, shall be the property of Loomery.

9.2. Subject to Loomery having received the SoW Charges in full as relates to a Deliverable, Loomery:

(a) grants the Client a royalty free, non-transferable, non-exclusive licence to use the Background IP in the Deliverables, solely for purpose of using the Deliverables and in conjunction only with the Bespoke IP;

(b) assigns to the Client the Intellectual Property Rights in the Bespoke IP.

9.3. Where Loomery identifies a requirement to incorporate any Third Party IP within the Works and/or Deliverables, Loomery shall confirm in writing (in sufficient detail what the Third Party IP is and what terms of licence and use are applicable to such Third Party IP). Use of any Third Party IP shall be subject to the Client confirming in writing its agreement to its incorporation and use (such consent not to be unreasonably withheld). The Client will enter into a licence for such Third Party IP with the relevant third party licensor and the terms of such licence shall be between such third party licensor and the Client.

9.4. In relation to the Client Materials, the Client:

(a) and its licensors shall retain ownership of all IPRs in the Client Materials; and

(b) grants to Loomery a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of this agreement for the purpose of providing the Works to the Client.

9.5. Loomery:

(a) warrants, to the best of its knowledge, that the receipt, use of the Works and the Deliverables by the Client shall not infringe any rights of third parties to the extent that the infringement results from copying;

(b) shall not be in breach of the warranty at clause 9.5(a), to the extent the infringement arises from:

(i) the use of Client Materials in the development of, or the inclusion of the Client Materials in, the Works or any Deliverable;

(ii) any modification of the Works or any Deliverable, other than by or on behalf of Loomery; and

(iii) compliance with the Client's specifications or instructions, where infringement could not have been avoided while complying with such specifications or instructions.

9.6. The Client warrants that the receipt and use in the performance of this agreement by Loomery, its agents, subcontractors or consultants of the Client Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party.

10. Data protection and data processing

10.1. The Client and Loomery shall process each other’s data in accordance with Schedule 1.

11. Confidentiality

11.1. For the duration of this agreement, and for a period of two years following termination or expiry, Each party undertakes that it shall not at any time disclose to any person any Confidential Information of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 11.2(a).

11.2. Each party may disclose the other party's Confidential Information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3. No party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

11.4. Notwithstanding, the Client hereby consents to Loomery displaying its logo, trade mark and name on www.loomery.com. The displaying of any Deliverables, or descriptions of the same, (i.e. as part of a case study) created as a result of the Works on www.loomery.com will be subject to joint approval by the parties, and such approval not to be unreasonably withheld, conditioned or delayed.

12. Limitation of liability

12.1. Nothing in this agreement shall limit or exclude Loomery's liability for:

(a) death or personal injury caused by its negligence;

(b) fraud or fraudulent misrepresentation.

12.2. Subject to clause 12.1, Loomery shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for any:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of or damage to goodwill;

(f) loss of use or corruption of software, data or information; or

(g) indirect or consequential loss.

12.3. Subject to clause 12.1, Loomery's total liability to the Client, whether in contract, tort (including negligence and any indemnity within the Agreement), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to the lesser of £50,000 or one hundred per cent (100%) of the average annual charges (calculated by reference to the charges in successive 12-month periods from the date of this agreement) paid by the Client under this agreement.

13. Termination

13.1. Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of this agreement and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

(b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);

(f) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

(g) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;

(h) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

(i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1(b) to clause 13.1(h) (inclusive); or

(j) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.2. Each Statement of Work may include a termination right (to terminate that Statement of Work only) and each party may exercise such right by providing the other with the notice prescribed therein.

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

(a) the Client fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or

(b) there is a change of control of the Client.

14. Consequences of termination

14.1. On termination or expiry of this agreement:

(a) all existing Statements at Work shall terminate automatically;

(b) the Client shall immediately pay to Loomery all of Loomery's outstanding unpaid invoices and interest and, in respect of the Works supplied but for which no invoice has been submitted, Loomery may submit an invoice, which shall be payable immediately on receipt;

(c) Loomery shall on request return any of the Client Materials not used up in the provision of the Works; and

(d) the following clauses shall continue in force: clause 1 (Interpretation), clause 7 (Non-solicitation), clause 9 (Intellectual property rights), clause 11 (Confidentiality), clause 12 (Limitation of liability), clause 14 (Consequences of termination), clause 18 (Waiver), clause 19 (Severance), clause 21 (Conflict), clause 26 (Dispute Resolution) and clause 25 (Governing law).

14.2. Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement that had existed at or before the date of termination or expiry.

15. Force majeure

15.1. **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts, non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause), and interruption or failure of utility service.

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

15.3. The Affected Party shall:

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

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

15.4. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 2 weeks' written notice to the Affected Party.

16. Assignment and other dealings

16.1. The Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

16.2. Subject always to Clause 16.3, Loomery may at any time assign, delegate or deal in any other manner with any or all of its rights under this agreement, provided that Loomery gives prior written notice of such dealing to the Client. Loomery may at any time assign, delegate, or deal in any other manner with any or all of its rights under this agreement, to any Affiliate in its group without any obligation or requirement of notification.

16.3. Loomery shall be free to appoint subcontractors for the fulfilment of its obligations under a Statement of Works. Loomery shall notify the Client of the identity of such subcontractors in a Statement of Work (and from time to time during delivery of a Statement of Works where it is identified that subcontractors may be utilised). Loomery shall remain responsible and liable for the acts and omissions of such subcontractors at all times to the extent such acts and omissions would amount to a breach of this agreement.

17. Variation

17.1. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. Waiver

18.1. A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

18.2. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

19. Severance

19.1. If any provision or part-provision of this agreement 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 shall not affect the validity and enforceability of the rest of this agreement.

19.2. If one party gives notice to the other of the possibility that any provision or part-provision of this agreement 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.

20. Entire agreement

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

20.2. 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.

21. Conflict

21.1. If there is an inconsistency between any of the provisions of this agreement and the provisions of the Schedules, the provisions of this agreement shall prevail.

22. No partnership or agency

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

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

23. Third party rights

23.1. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

24. Notices

24.1. Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case).

24.2. Any notice shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service and

(c) if sent by email, at 9.00 am on the next Business Day after transmission.

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

25. Governing law

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

26. Dispute Resolution

26.1. Where any dispute arises in connection with this agreement (or any Statement of Work thereunder) including any question regarding its existence, validity, or termination, the parties shall attempt to resolve the dispute through good faith negotiations. In the first instance, the parties agree that the Contract Manager from each party shall promptly (and in any event within 7 days of receiving notification of the dispute) arrange a meeting to discuss the dispute and potential resolutions to such dispute. Should the Contract Managers remain unable to resolve the dispute, each party shall arrange for a senior director (or other authorised senior personnel) to attend a further resolution meeting (which shall be arranged for within the period of 14 days from the first meeting of the Contract Managers).

26.2. If any dispute remains following attempts to resolve in accordance with Clause 26.1, the parties agree to give due consideration (but shall not be obligated to enter) to mediation in order to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within ten Business Days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (ADR Notice) to the other party to the dispute, referring the dispute to mediation.

26.3. If there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, upon which the parties cannot agree within 14 Business Days from the date of the ADR Notice, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the parties having consulted with them.

26.4. Unless otherwise agreed, the mediation will start no later than 20 Business Days after the date of the ADR notice and shall finish no later than 5 Business Days from the date it starts.

26.5. For the avoidance of doubt, neither party is to be prevented from:

(a) commencing court proceedings seeking injunctive or equitable relief, or any other action in relation to any dispute arising out of this agreement if either party deems mediation as unsuitable for resolving the dispute;

(b) seeking injunctive or equitable relief, or any other action in relation to any dispute arising out of this agreement where mediation is commenced in accordance with clauses 26.2 to 26.4 **SAVE THAT** neither party may commence court proceedings until mediation is resolved (either by settling the dispute or not).

26.6. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation, subject to the foregoing provisions of this clause 26.

27. Contract Management

27.1. The parties shall each appoint and keep appointed a Contract Manager who shall act as the main point of contact for the other party in respect of all day to day matters relating to the supply of the Services and this Agreement. The Contract Managers shall meet at regular intervals to discuss the provision of the Services and any disputes or disagreements which may have arisen in relation to them. Each of the parties shall ensure that its Contract Manager is suitably authorised to make day to day decisions relating to the Services.

Schedule 1

Data Protection

1. **Personal Data Processing**

1.1. In this Schedule the terms 'Personal Data', 'Data Subject', ‘Controller’, ‘Processor’ and 'Processing' have the meanings given to them in the General Data Protection Regulation (EU) 679 of 27 April 2016 (the “GDPR”).

1.2. Where Loomery is the Controller in respect of any Personal Data received from the Client (including names of instructing individuals, contacts, ‘Client Partners’, or other individuals named in a Statement of Work) Loomery shall process this information in accordance with its ‘Privacy Notice’ as published from time to time and viewable on request or at *https://www.loomery.com/privacy-notice*.

1.3. Where the Client provides an individual’s information to Loomery for the administration or delivery of a Statement of Works, including those uses described in 1.2, the Client warrants and undertakes is has the right and authority to disclose such information and in turn fulfil (and have fulfilled) its requirements in accordance with the GDPR and have explained how Loomery shall use that persons Personal Data in accordance with its Privacy Policy (to discharge the requirements of Article 13 and Article 14 of the GDPR).

1.4. Unless expressly stated otherwise in a Statement of Work, the Parties acknowledge that the Client is the Controller and Loomery is the Processor in respect of all Personal Data processed pursuant to a Statement of Work , and further acknowledge that such Personal Data shall be processed by Loomery in order to perform the Works and only for the duration agreed in writing by the Parties in a Statement of Works, which shall also indicate the nature and purpose of the processing, the type of data to be processed and the categories of data subjects involved.

1.5. In processing any Personal Data, and subject to any provisions stating otherwise in a Statement of Work (i.e. where it is identified that Loomery is acting as a ‘Joint Controller’ with the Client, jointly determining the purpose of the Processing of Personal Data), Loomery shall only process the Personal Data on behalf of the Client, for the sole purposes determined by the Client and in accordance with the written instructions given by the Client. The Client shall be solely responsible for the compliance of Personal Data processing with the requirements set out in articles 5 and 6 of the GDPR;

1.5.1. not disclose any of the Personal Data to any third party (including for the avoidance of doubt the Data Subject itself), unless specifically authorised in writing by the Client or so required by the law, making sure that all people processing the personal data are at all times under a legal obligation to preserve the confidentiality of the personal data;

1.5.2. at all times comply with the GDPR to the extent applicable to a Processor and, in so doing, implement the appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;

1.5.3. at the written request of the Client, to be submitted with at least 5 working days of advance notice, and for no more than once in every 12 months period, submit its data processing facilities, during normal business hours and in a manner to cause minimal disruption to operations, for audit of the processing activities. The audit shall be conducted by the Client or by an independent auditor mandated by the Client and approved by Loomery. The party conducting the audit shall be bound by a duty of confidentiality and the cost of the audit shall be borne by the Client;

1.5.4. promptly notify the Client if: i) it receives a request from a Data Subject to have access to that person's Personal Data; ii) it receives a complaint or request relating to the Client's obligations under the Data Protection Legislation; (iii) it receives any other communication directly relating to the processing of any Personal Data and its security in connection with the Statement of Works (and Works delivered in accordance with the same); iv) it becomes aware of any threatened or actual accidental, unauthorised or unlawful destruction, loss, alteration, or unauthorised disclosure of, or access to the Personal Data; v) it becomes aware of any breach of the GDPR by Loomery or by any of its subcontractors in the processing carried out a Statement of Works;

1.5.5. provide the Client with co-operation and assistance in relation to the Client's obligation to respond to requests for exercising the Data Subject's rights contemplated in the GDPR, to the extent that such requests concern the processing of Personal Data carried out by Loomery on behalf of the Client under a Statement of Work. Loomery shall charge a reasonable amount for the assistance and cooperation given to the Client in such respect, except in cases where Data Subject's rights are claimed to have been breached and the alleged breach is directly attributable to Loomery having acted outside of or contrary to the lawful instructions of the Client;

1.5.6. in its capacity as Data Processor, keep or cause to be kept full and accurate records relating to all processing of Personal Data carried out in performance of Works;

1.5.7. provide, at the Client's cost, such assistance to the Client as the Client may reasonably require, to allow the Client to comply with its obligations as Controller pursuant to articles 32 to 36 of the GDPR, taking into account the nature of processing, the information available to Loomery and those available to the Client;

1.5.8. not transfer Personal Data outside the European Economic Area without the express written consent of the Client;

1.5.9. when notified in writing by the Client at any time, immediately cease to process the Personal Data and promptly arrange for its secure return or destruction (though the Client acknowledges that Loomery shall not be in breach of any of its obligations pursuant to a Statement of Work where it requests such deletion by Loomery which prevents or delays Loomery's timely performance).

1.6. The Client expressly authorises Loomery to subcontract processing of Personal Data to a third party sub-processor who is identified within a Statement of Work (i.e. a subcontractor) on the basis that their inclusion in an agreed statement of work is a general authorisation of the same, provided that Loomery shall remain liable to the Client within the limits set out in the Master Services Agreement for the acts, errors and omissions of any sub-processor it appoints to process the Personal Data.

1.7. The Client acknowledges that Loomery shall not be liable for any loss or destruction of any Personal Data caused by the Client or any third party (other than a sub-contractor of Loomery).

1.8. Liabilities and indemnities shall be allocated and quantified as set out in the Master Services Agreement, subject however to the principles set out in article 82 of the GDPR.

Schedule 2

Delivery Approach, Scope Management and Acceptance

Defined Terms used in this Schedule

- **Product Roadmap** - a communication tool to be used by the Client Lead to convey the strategy and direction for future product development. The Product Roadmap captures the expected future sequence of Product Goals identified by the Client Lead to represent a coherent series of feasible step changes in capabilities, for the provision of the Client's products, as may be required across multiple distribution channels, classes of business and geographical regions.
- **Product Goal** - a high level statement of the goal for the product under development that represents a step change in the capabilities of that product. Product Goals will be jointly prioritised by the Client Lead and the Supplier in order to meet the Client's business objectives and will subsequently be broken down into smaller packages of work to be executed through a series of rolling wave release plans.
- **Product Backlog** - the Product Backlog captures the functional and non-functional breakdown of identified Product Goals into units of feature capability as high level descriptions of requirements to be progressively elaborated, sized and prioritised for software delivery.
- **Release** - an agreed set of capabilities deemed to be fit to release to the Client's end users as a valuable increment improvement upon product / platform capability.
- **Release Plan** - a delivery plan to reflect the actual detailed requirements known as User Stories (each a "User Story") that the delivery team forecasts to deliver.
- **Release Backlog** - an identified subset of the Product Backlog that captures the decomposition of identified Product Goals as they are progressively elaborated from high level descriptions of requirements and subsequently broken down into discrete units of feature capability to be estimated and planned for software delivery. The identified scope of work captured in the Release Backlog must be validated by the Client Lead to ensure that it constitutes a minimum, coherent composition of User Stories for the product/platform capabilities to be delivered for that Release, as reviewed against the agreed goals and any applicable critical success criteria for that release.
- **MVP** - the Minimum Viable Product capability agreed to be feasible as the first release of the product to production end users. An initial Release Backlog for the MVP will be identified as an output of the initial Elaboration phase.
- **User Story** - the smallest, discrete unit of requirement that forms part of an overall Deliverable and which describes one thing of value that the Client wants the system to do which can be estimated and tested. A User Story describes what business value the feature has, how the feature will be tested, and any additional information needed for the delivery team to estimate how long it will take to implement and test the feature. This is captured as a short, simple description of a feature, accessible from the project repository, told from the perspective of the person who desires the new capability, usually a user or customer of the system. It is typically expressed in the following format: As a <type of user>, I want <some goal> So that <some reason or end user value>.
- **Acceptance Criteria** - prior to the commencement of development work on a User Story, the parties will mutually define and agree to the requirements for the acceptance criteria for each User Story to be developed. The acceptance criteria specified for a User Story will be captured in the agreed User Story specification format, accessible from the project repository, to form the detailed specification of expected functional and non-functional behaviour, which will form the substance of the Acceptance Tests. Typically expressed in the following format: Given <some pre-condition>, When <some trigger/ event> Then <expected behaviour/response>.
- **Acceptance Tests** - the tests to be undertaken in respect of the Deliverables to determine whether such Deliverables comply with their relevant Acceptance Criteria as specified in the relevant User Story documentation.

- **RAIDs Log** - a shared log of identified Risks, Assumptions, Issues and Dependencies that are jointly owned and actively managed by the Client and the Supplier throughout delivery.
- **Release Steering Group -** a key decision-making body, comprised of business, technology and operations representation, with members co-sourced from both Loomery and the Client. Performs a cross-functional governance function in an Agile delivery approach and has an instrumental role in steering release scope and priorities.

Delivery Approach

Loomery will perform its Services on an iterative basis using an Agile software delivery approach and in doing so will adopt an adaptive planning approach to the delivery and development of the Deliverable. This means that planning will not be a one-off upfront activity, rather it will be an on-going process in which Loomery collaborates with the Client to progressively elaborate and prioritise requirements, adapting plans where required and in response to new information, changing priorities and changing requirements.

The adaptive planning approach will ensure that the delivery team remains responsive to change in order that the Client can prioritise frequent releases that target a subsequent highest valued set of features to achieve continuous product improvement. Loomery will provide a highly disciplined, but flexible process that allows product delivery to respond to change and adapt to the emerging needs and value-driven priorities of the Client.

In order to both maximise delivery outcomes and to manage project and financial risk, the parties shall jointly agree the sequencing and prioritisation of requirements and adjust direction as appropriate. At all times the Client shall have regard to, and consider, Loomery's reasonable opinion based on experience and specialism in its sector.

The Services shall be performed on an iterative basis and the term of the relevant Statement of Work shall be divided into a series of periods of fixed length of time, typically lasting one or two weeks each, during which the delivery team will work to deliver the requirements agreed to be in scope for a Release.

Loomery shall produce a delivery status report for each iterative cycle of delivery, typically every one or two weeks.

Loomery shall produce and maintain a jointly owned log of Risks, Assumptions, Issues, Dependencies (the “RAIDs Log”).

The Client shall appoint a “Client Lead” as relates to the Works to be delivered under a relevant Statement of Work.

Product Roadmap

During the initiation activities of Discovery and Elaboration, Loomery will collaborate with the Client to co-create and outline at a high level the business areas and products that it wishes to develop in the form of an initial product roadmap (the “Product Roadmap”).

The Product Roadmap is a communication tool to be used by the Client Lead to convey the strategy and direction for future product development. The Product Roadmap captures the expected future sequence of Product Goals identified by the Client Lead to represent a coherent series of feasible step changes in capabilities, for the provision of the Client’s products as may be required across multiple distribution channels, classes of business and geographical regions.

The Product Goals captured in the Product Roadmap will be jointly prioritised by the Client Lead and Loomery in order to meet the Client's business objectives and will subsequently be broken down into smaller packages of work to be executed through a series of rolling wave release plans. It is expected that the Product Roadmap will evolve and change over time.

The Product Roadmap serves to provide a forward vision and direction for the parties, whereas the Release Plan (a "Release Plan") will reflect the actual detailed requirements known as User Stories (each a "User Story") that the delivery team shall deliver.

Release Plans

Scheduling of the software delivery will be made on a rolling wave planning basis, where each successive Release Plan will be formulated after an initial time-boxed period of joint release elaboration activity to appropriately define and agree the goals of the release (derived from the goals in the Product Roadmap) and to create a sufficiently specific and detailed scope of work to be delivered.

The high level goals identified in the Product Roadmap will be broken down into units of feature capability to be captured in a product backlog (the "Product Backlog") as high level descriptions of requirements to be progressively elaborated, estimated and prioritised for software delivery.

After an initial time period of joint Client and Loomery release elaboration activity to initiate and establish shared understanding of the goals of each Release (derived from the overarching goals in the Product Roadmap), an initial "Release Backlog" will be identified (as a subset of the Product Backlog) to capture the agreed scope of the Release.

The scope of work captured in the Release Backlog will be validated by the Client Lead to ensure that it constitutes a minimum, coherent composition of User Stories for the product/platform capabilities to be delivered for that Release, as reviewed against Release goals and any applicable critical success criteria.

Scope Management and Acceptance

The list of User Stories captured in the Release Backlog constitutes the identified scope of work to be delivered for the Release. In reviewing the Release Backlog, it is the responsibility of the Client Lead to validate that the captured list of User Stories represents a minimum, coherent scope of valuable software that can be released to production. Conversely, any additional requirements subsequently identified that were not previously captured as User Stories in the Release Backlog will be managed as additional scope to be captured as new User Stories to be added by the delivery team and prioritised by the Client Lead.

Acceptance of a User Story

During each iteration of a delivery cycle, each User Story implemented by Loomery will be developed in accordance with the requirements set out for that User Story.

When development of each User Story is complete, the previously defined Acceptance Criteria for that User Story will be run and each User Story will be accepted by the Client Lead or their delegate when they reasonably determine that the acceptance tests for the applicable User Story have run successfully.

If the Client determines that functionality developed for a User Story fails to satisfy the Acceptance Criteria that was specified for that User Story prior to development, then the Client will promptly notify Loomery, specifying the nonconformities (within the same Business Day). Loomery shall promptly thereafter use its best efforts to modify that User Story to correct the nonconformities identified by the Client. Loomery shall carry out this work on a time and materials basis.

The parties acknowledge that the User Stories are developed using an Agile software delivery approach, in which testing is not a separate step in our delivery process. Rather our test engineers work in close collaboration with everyone and are involved at every step throughout analysis, design, building, testing and deployment to enable faster cross-functional interactions and feedback on quality (at every step) to ensure that any known quality concerns related to individual changes are visible to the whole team before a change is released. As such, both parties acknowledge that in the performance of Services, the role of testing in assuring fast feedback on satisfaction of acceptance criteria and the subsequent efforts to correct any identified quality concerns and deficiencies discovered over the development lifecycle of a User Story, is considered a normal part of Agile software delivery and the compensable services.

Acceptance of a Deliverable

The Client will accept or reject any Deliverables in a timely manner with reference to the pre-defined Acceptance Criteria (such acceptance not to be unreasonably withheld, conditioned or delayed). If the Client accepts the Deliverables, the Client Lead shall give written notice of its acceptance to Loomery's Contract Manager (which may instead be a verbal acceptance in an agreed upon governance meeting if subsequently recorded in a minute of that meeting and then approved by the Client).

In the event that the Client decides that further testing or development is required beyond that specified in the Acceptance Criteria of previously defined User Stories in the Release Backlog, this additional testing or development will be deemed to increase the Deliverable's scope and this will therefore be captured as new User Stories with applicable Acceptance Criteria to be added to the Product Backlog for subsequent estimation by the delivery team and prioritisation by the Client Lead.

If the Client rejects the Deliverables, the Client will provide prompt notice of its rejection to Loomery's Contract Manager. Such a rejection notice will include the Client's written reasons for its evidence that the final Deliverables fail to objectively meet the pre-defined Acceptance Criteria. The Client will not reject any Deliverables unreasonably. Failure to notify Loomery's Contract Manager of either acceptance or rejection within 30 days of completion of a Deliverable (excluding User Stories), or use of the Deliverables in any manner outside of testing against the Acceptance Criteria, means that the Client will then be deemed to have accepted the Services and any Deliverables.

The parties acknowledge that the Deliverables are developed using an Agile software delivery approach, in which testing is not a separate step in our delivery process. Rather our test engineers work in close collaboration with everyone and are involved at every step throughout analysis, design, building, testing and deployment to enable faster cross-functional interactions and feedback on quality (at every step) to ensure that any known quality concerns related to individual changes are visible to the whole team before a change is released. As such, both parties acknowledge that in the performance of Services, the role of testing in assuring fast feedback on satisfaction of acceptance criteria and the subsequent efforts to correct any identified quality concerns and deficiencies discovered over the development lifecycle of the User Stories which form an overall Deliverable, is considered a normal part of Agile software delivery and the compensable services.

Governance

The release steering group (the "RSG") is a key decision-making body, comprised of business, technology and operations representation, performing a cross-functional governance function in an Agile delivery approach, playing an instrumental role in steering release outcomes.

The RSG shall be a central decision making forum for the Statement Of Work, with members co-sourced from both Loomery and the Client, and where members of the RSG may change over the Term.

The RSG will be responsible for iteratively steering release scope and priorities in order to maximise the benefits delivered through timely business-driven decisions, informed by technical risk and concerns.

The RSG will typically be attended by key members of Loomery's delivery team, together with the Client Lead and key designated business, technology and operational stakeholders, as reasonably required.

The Client Lead leads decision making on scope and priorities in the RSG, acting as a single point of contact for the Loomery delivery team. This role will ensure that the views and interests of all participating business and technology stakeholders are represented for discussions of scope and priorities, and that clear and timely decisions on release scope and priorities are communicated to the Loomery delivery team and stakeholders.

The scope and priorities of User Stories for any given Release may change from time to time based on the Client's prioritisation. Throughout delivery's execution, the emerging demand of work (i.e., size of scope) will be tracked by Loomery along with the emerging supply of work from the delivery team (i.e., throughput).

Loomery will convene a RSG meeting every delivery cycle to review the latest Release progress, risks, issues, dependencies and any key actions required to steer the Release to a successful outcome, including any Release-planning decisions that are required to reconcile the remaining supply of work in the Release Plan with the remaining demand of work in the Release Backlog, to ensure plans are realistic in reconciling the updated scope size with the team's measured delivery capacity.

The delivery status report produced by Loomery will be the key input for discussion at the RSG meeting. It will include a review of overall progress against the Release Plan.

The release governance approach, including the frequency, format and attendees of meetings, will be agreed during the Elaboration activities and will provide the Client with the flexibility to adapt the Release Plan in response to new information, changing priorities and changing requirements in order to maximise the value delivered from the Release.

Should either party have reasonable cause or concern to believe a request, act or omission is not in keeping with the terms of this Statement Of Work, or the delivery approach set out in this Schedule, then they shall refer such matters to the governance meeting as set out in clause 3 of the Master Services Agreement.

Loomery or the Client may request an exceptional meeting of the RSG at any time on 24 hours' written notice. Should any concern, disagreement or dispute not be resolved within 14 days of being raised to the other party, the parties shall submit to clause 26 of the Master Services Agreement ("Dispute Resolution").

Product Strategist – Key Role and Responsibilities:

- Performs an instrumental role in owning the vision, strategy and direction for product development, through value-driven prioritisation to maximise successful outcomes for the product.
- Responsible for iteratively steering release scope and priorities to maximise the benefits delivered to the Client through timely business-driven decisions, informed by technical risk and concerns.
- Collaborates closely with the Loomery delivery team to establish and maintain the strategic direction for product development:
    - Product Vision - clearly communicates to the delivery team and stakeholders:
        - a clear vision of what is to be accomplished by the product
        - how the product is anticipated to drive value for the Client's business

        - key success criteria to know whether the product is succeeding or failing
    - Product Strategy - clearly communicates to the delivery team and stakeholders:
        - the coherent sequence of product goals required to achieve the desired product delivery outcomes
        - the milestone vision for the current and next milestone in order to drive continuous product improvement
- Responsible for ensuring that targeted business objectives and the relative priorities of associated Product Goals are appropriately represented in the Product Roadmap.
- Ensures the needs of all interested business, technology and operational stakeholders are represented for discussions of scope and priorities.
- Consults with stakeholders as required to align the focus and define clear goals for each release, that will be used to inform the priorities of which requirements go into that release.
- Provides product leadership for the delivery team, being available to act as the single voice to the delivery team for owning timely decisions on product scope and priorities.
- Identifies appropriate functional and non-functional Subject Matter Experts (SMEs), to be engaged for detailed requirements analysis.
- Reviews the specification of each User Story and their Acceptance Criteria, providing feedback prior to development (or delegates authority appropriately to do this).
- Attends regular showcases to review and provide feedback on the latest product increment for implemented stories.
- Actively helps resolve issues, particularly with respect to unblocking impediments to the delivery team's progress and ensuring timely decisions on scope and priorities, in alignment with priorities in the Product Roadmap.
- Considers the views of all stakeholders and, when required, acts as the sole facilitator and the final key decision maker on:
    - relative priorities of requirements
    - release scope decisions
    - approval of acceptance criteria (product specification)
- Clear and timely communication of decisions on release scope and priorities to the delivery team and stakeholders.

Appendix Draft Statement of Work

Statement of Work #1

LOOMERY LIMITED a company registered in England and Wales with company number 12616144 and registered office at 17-21 Emerald Street, London WC1N 3QN (“Loomery” or “We”); and

[ORGANISATION NAME] a company registered in [LOCATION] with company number [COMPANY NUMBER] and registered office at [CLIENT ADDRESS] (“Client” or “You” or “Your” or “Yourself” or “Client”); together known as “the Parties” (and “Party” shall be used accordingly).

This Statement of Work incorporates the provisions of the Master Services Agreement as agreed and executed by the parties dated [DATE]

Project Details

Project Name: xxxxx

Loomery's Contract Manager: xxxxx

Client’s Contract Manager: xxxxx

Key Dates

Commencement date: xxxxx

Duration of engagement: xxxxx

Est. completion date: xxxxx

INTRODUCTION

ACTIVITIES AND DELIVERABLES

CHARGES AND PAYMENT SCHEDULE

[CLIENT NAME] will compensate Loomery, on a time and materials basis as per the table below. The number of days indicated next to each role is indicative and it is expected that the team composition shall vary throughout the period of the contract.

Role	Day Rate	Discount	Discounted Day Rate	# days	Total with discount
					£0
					£0
					£0
					£0
Total				**0**	**£0**

Payment terms are fourteen (14) days from the receipt of invoices.

Payment of the above charges will be invoiced at the end of each month on a time and materials basis.

DATA

Under this Statement of Work, Loomery will be processing the following data:

Type of Data:

Categories of Data subject:

Purpose of Processing:

Duration of Processing:

ASSUMPTIONS AND DEPENDENCIES (Client Requirements)

Project risks, assumptions, issues and dependencies (RAIDs) are tracked within a collaborative, cloud-based document which will be regularly updated throughout this phase. The current identified RAIDs are listed in Appendix A to this Statement of Work. New risks, issues or dependencies may arise during the course of the project. These will be communicated to stakeholders at the earliest opportunity, via an email, phone call or a meeting.

The Parties agree to the terms of this Statement of Work, which incorporates the Master Services Agreement as executed by the parties on [DATE] and to which this document shall be appended.

____	____
Signed for an on behalf of Loomery Limited	Signed for an on behalf of Client
____	____
Name	Name

APPENDIX A - KEY ASSUMPTIONS AND DEPENDENCIES

In order to enable Loomery to execute its obligations under the Agreement, the Client will do, provide and/or allow the following:

KEY ASSUMPTIONS:

- It is assumed that the Loomery team will be working collaboratively with [CLIENT NAME] to manage scope in order to focus on achieving the agreed upon highest value business and user outcomes.
- iOS mobile application only - tablet devices will not be supported.
- iOS mobile devices in scope: 4s - X
- iOS versions in scope: iOS 9 - 11
- Loomery will run a Ways of Working session with [CLIENT NAME] before the commencement of the build and in alignment with Loomery's delivery approach.
- [CLIENT NAME] will provide appropriate and timely guidance to the Loomery delivery team through any necessary regulatory requirements and/or internal governance processes.
- A fully qualified set of Risks, Assumptions, Issues and Dependencies (RAIDs) will be maintained in a RAIDs log/tracker with identified actions and owners to mitigate/resolve.

KEY DEPENDENCIES:

- The availability of key stakeholders, empowered decision makers and subject matter experts is required throughout the partnership to quickly take informed decisions.
- [CLIENT NAME] will ensure timely access to appropriate business, technology and operations subject matter experts as required to support delivery.
- [CLIENT NAME] will actively collaborate with Loomery's delivery team to remove any impediments to progress that are within [CLIENT NAME]'s control. Any impediments are to be highlighted by Loomery in a timely manner.
- [CLIENT NAME] will actively work with Loomery's delivery team to clarify objectives and continuously prioritise the scope during the engagement, guaranteeing the availability of empowered decision-makers to collaborate and ensure timely decisions on scope and priorities.
- [CLIENT NAME] will ensure timely provision and access to API documentation and fit-for-purpose end-to-end system integration test environments.

- [CLIENT NAME] will provide access to relevant 3rd party tools, for example analytics platforms, that are necessary to fulfil project requirements.
- [CLIENT NAME] will provide timely access to existing systems, accounts and documentation as may be required for the purposes of delivery activity.
- [CLIENT NAME] will organise for penetration testing to be performed by a third party within reasonable timeframes and in alignment with the delivery schedule covered by this Statement of Work.
- [CLIENT NAME] will provide early visibility of any governance processes and with sufficient advance notice for achieving product acceptance sign-off in alignment with the delivery schedule covered by this Statement of Work.
- [CLIENT NAME] will provide the time reasonably necessary from key stakeholders to answer the development team's queries and sign off on requirements.
- [CLIENT NAME] will ensure that the key Loomery leadership roles (product, delivery, engineering) are represented in key decision-making forums for the project.
- [CLIENT NAME] will ensure that Loomery's technical leadership are represented in key decision-making forums with regard to suggested technology choices and software development practices.
- [CLIENT NAME] will work with Loomery to identify and mitigate any additional RAIDs (Risks, Assumptions, Issues, Dependencies) captured throughout the course of project delivery.
- [CLIENT NAME] will designate an identified Client Lead to work in close collaboration with Loomery's delivery team, to provide timely direction on the goals of the product and timely decisions on the scope and priorities of product features.
- [CLIENT NAME]'s Client Lead will validate a minimum, coherent scope of work for initial product launch, provide [CLIENT NAME]'s approval of designs before the start of development and [CLIENT NAME] will sign-off on stories coming out of development.
- [CLIENT NAME]'s Client Lead will ensure that the views of designated business, technical and operational subject matter experts are appropriately represented in discussions of scope and priorities.