

THIS FRAMEWORK SERVICES AGREEMENT IS DATED XXXXXXXX

BETWEEN:

- (1) **CREATION TECHNOLOGY SOLUTIONS LIMITED**, incorporated and registered in England and Wales with company number 05953173 whose registered office is at Unit 14.1.03, Barley Mow Centre, 10 Barley Mow Passage, London, England, W4 4PH ("**Creation**"); and
- (2) **XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX**, , incorporated and registered in **XXXXXXXXXXXX** with company number **XXXXXXXXXXXX** whose principal place of business is at **XXXXXXXXXXXXXXXXXXXX** (the "**Client**"), together, the "parties".

BACKGROUND

- (A) Creation is in the business of providing a range of different Salesforce.com consultancy services.
- (B) Client wishes to procure from Creation, and Creation wishes to provide to Client, these services on the terms set out in this agreement.

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

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

1.1 Definitions:

"**ADR Notice**" has the meaning given to that term in clause 27.1(c).

"**Affected Party**" has the meaning given to that term in clause 15.1.

"**Affiliate**" means in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.

"**Applicable Law and Regulation**" means all applicable laws, statutes, regulation, codes and determinations from time to time in force.

"**Available Services**" means the service categories set out in Schedule 2, and any other services agreed between the parties from time to time in writing.

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

"**Business Hours**" means the period from 8.30 am to 5.30 pm on any Business Day.

"**Change Order**" has the meaning given to that term in clause 8.1.

"**Client Materials**" means all information, materials and content in any format provided by or on behalf of Client for use in connection with the Works, including the items provided pursuant to clause 5.1(c).

"**Client's Equipment**" means any equipment, including tools, systems, cabling or facilities, provided by Client or its Representatives which is used directly or indirectly in the supply of the Works including any such items specified in a Statement of Work.

"**Communication Networks**" has the meaning given to that term in clause 4.5.

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

“Creation IPRs” has the meaning given to that term in clause 9.1.

“Deliverables” means: (i) any output of the Works to be provided by Creation to Client as specified in a Statement of Work; and (ii) any other documents, products and materials (including, but not limited to, computer programs, data and reports) provided by Creation to Client in relation to the Works or otherwise during the term of this agreement.

“Dispute” has the meaning to that term in clause 27.1.

“Dispute Notice” has the meaning given to that term in clause 27.1(a).

“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; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; and interruption or failure of utility service.

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

“Reference Charges” means the standard charges for the Available Services or the framework for calculating them as set out in Schedule 3.

“Representatives” means any employees, officers, contractors, subcontractors or advisers of a party.

“SoW Charges” means the charges for a Works, as detailed in a Statement of Work.

“Statement of Work” means a detailed plan, agreed in accordance with clause 3, describing the services to be provided by Creation to Client, to include the timetable for performance and all other details listed in the template Statement of Work at Schedule 1.

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

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

- 1.2 Clause, Schedule, and paragraph headings shall not affect the interpretation of this agreement. References to clauses and the Schedules are to the clauses and the Schedules of this agreement.
- 1.3 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.
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

- 1.7 A reference to a statute or statutory provision: (i) is a reference to it as amended, extended or re-enacted from time to time; and (ii) shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.
- 1.9 A reference to “**writing**” or “**written**” excludes fax.
- 1.10 Any words following the terms “**including**”, “**include**”, “**in particular**”, “**for example**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. COMMENCEMENT AND DURATION

- 2.1 This agreement shall commence on the date first written above and shall continue, unless terminated earlier in accordance with clause 14 (termination and consequences of termination), until either party gives to the other party written notice to terminate. Such notice shall expire on the completion of all Statements of Work entered into (and work commenced on those Statements of Work) before the date on which it is served.
- 2.2 If there are no uncompleted or unstarted Statements of Work as at the date notice to terminate is served under clause 2.1, such notice shall terminate this agreement with immediate effect.
- 2.3 The parties shall not enter into any further Statements of Work after the date on which notice to terminate is served under clause 2.1.
- 2.4 Client may procure any of the Available Services by agreeing a Statement of Work with Creation in accordance with clause 3.
- 2.5 Creation shall provide the Works during the timeframes specified in the relevant Statement of Work.

3. PROCESS FOR AGREEING STATEMENTS OF WORK

- 3.1 Each Statement of Work shall be agreed in the following manner:
 - (a) Client shall ask Creation to provide any or all of the Available Services and shall provide Creation with as much information as Creation reasonably requests in order to prepare a draft Statement of Work for the Available Services requested;
 - (b) following receipt of the information requested from Client, Creation shall, as soon as reasonably practicable and at its complete discretion, either:
 - (i) provide Client with a draft Statement of Work; or
 - (ii) notify Client in writing that it declines to provide the requested Available Services;
 - (c) if Creation provides a draft Statement of Work under clause 3.1(b)(i), Creation and 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 so that a Statement of Work shall only come into force when signed by the Client..
- 3.2 Unless otherwise agreed, the SoW Charges shall be calculated in accordance with the Reference Charges.
- 3.3 Once a Statement of Work has been agreed and signed in accordance with clause 3.1(d), no amendment shall be made to it except in accordance with clause 8 (change control) or clause 17 (variation).
- 3.4 Each Statement of Work shall be part of this agreement and shall not form a separate contract to it.

4. CREATION'S RIGHTS AND RESPONSIBILITIES

- 4.1 Creation shall use reasonable endeavours to provide the Works and deliver the Deliverables to Client in accordance with the applicable Statements of Work in all material respects, but any dates specified shall be estimates only.
- 4.2 Creation shall appoint a senior employee as manager in respect of the Works to be performed under each Statement of Work, and that person shall be identified in the relevant Statement of Work. That person shall have authority to contractually bind Creation on all matters relating to the Works (including by signing Change Orders). Creation may replace that person from time to time by notice to the Client where reasonably necessary in the interests of Creation's business operations.
- 4.3 Creation shall use reasonable endeavours to observe all health and safety and security requirements that apply at Client's premises and that have been communicated to it in writing under clause 5.1(e).
- 4.4 Creation may, with the prior written approval of the Client (but not otherwise) to, disclose the identity of Client and details of the Works both internally and externally, including for the purposes of marketing its services to other prospective clients (including in any public relations materials and direct marketing materials).
- 4.5 Creation gives no warranty or guarantee in relation to the absence of technical or other disturbances on communications networks and facilities provided by third parties beyond its control (including the internet) (together "**Communication Networks**") which may impact its provision of the Works. Client acknowledges that Creation's ability to provide the Works and otherwise comply with this agreement is subject to limitations, delays and other problems inherent in the use of Communication Networks, and Creation shall not be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations arising out of disturbances in Communication Networks which are provided by third parties beyond its control.

5. CLIENT'S OBLIGATIONS

5.1 Client shall:

- (a) co-operate with Creation in all matters relating to the Works;
- (b) appoint a manager in respect of the Works to be performed under each Statement of Work, and that person shall be identified in the relevant Statement of Work. That person shall be responsible for referring matters to the **XXXXXXXX** Project Board for approval on all matters relating to the Works (including by signing Change Orders). Client may replace that person from time to time where reasonably necessary in the interests of Client's business operations;
- (c) provide to Creation and its Representatives, in a timely manner and at no charge, all documents, information, items and materials in any form (whether owned by Client or a third party) required under a Statement of Work or otherwise reasonably required by Creation in connection with the Works and ensure that they are accurate and complete;
- (d) provide, for Creation and its Representatives, in a timely manner and at no charge, access to Client's premises, office accommodation, data and other facilities as reasonably required by Creation including any such access as is specified in a Statement of Work;
- (e) inform Creation in writing of all health and safety and security requirements that apply at any of Client's premises. If Client wishes to make a change to those requirements which will materially affect provision of the Works, it can only do so via the change control procedure set out in clause 8 (Change control);

- (f) ensure that Client's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Works and conforms to all relevant United Kingdom standards or requirements;
 - (g) obtain and maintain all necessary licences and consents and comply with all Applicable Law and Regulation as required to enable Creation to provide the Works (including in relation to the use of all Client Materials and the use of Client's Equipment) before the date on which each Works is scheduled to start; and
 - (h) comply with any additional responsibilities of Client as set out in the relevant Statement of Work.
- 5.2 Client warrants that it has full power and authority to enter into this agreement and perform its obligations under this agreement.
- 5.3 If Creation's performance of its obligations under this agreement is prevented or delayed by any act or omission of Client or its Representative, then, without prejudice to any other right or remedy it may have, Creation shall be allowed, in written agreement with the client, an extension of time to perform its obligations equal to the delay caused by Client or its Representative. Any extensions must be agreed by the **XXXXXX** Project Manager & approved at the Project Board.

6. NON-SOLICITATION

- 6.1 Client shall not, without the prior written consent of Creation, at any time from the date on which any Works commence to the expiry of 24 months after the completion of such Works, solicit or entice away from Creation or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Creation in the provision of such Works.
- 6.2 Any consent given by Creation in accordance with clause 6.1 shall be subject to the Client paying to Creation a sum equivalent to 20% of the then current annual remuneration of Creation's employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by Client to that employee, consultant or subcontractor.

7. CHARGES AND PAYMENT

- 7.1 In consideration of the provision of the Works by Creation, Client shall pay the SoW Charges.
- 7.2 Where the SoW Charges are calculated on a time and materials basis:
- (a) Creation's daily fee rates for each individual person as set out in Schedule 3 are calculated on the basis of an eight-hour day, worked during Business Hours;
 - (b) Creation shall be entitled to charge an overtime rate where this has been agreed in advance with the client.; and
 - (c) Creation shall ensure that every individual whom it engages on the Works completes time sheets to record time spent on the Works, and Creation may (at its complete discretion) indicate the time spent per individual in its invoices.
- 7.3 Where the SoW Charges are calculated on a fixed price basis, they shall be specified in the relevant Statement of Work.
- 7.4 With written agreement from the Client, Creation may increase the Reference Charges and any SoW Charges not calculated in accordance with the Reference Charges on an annual basis with effect from each anniversary of the date of this agreement in line with the percentage increase in the Retail Prices Index OR Average Weekly Earnings Index in the preceding 12-month period and the first such increase shall take effect

on the first anniversary of the date of this agreement and shall be based on the latest available figure for the percentage increase in the Retail Prices Index OR Average Weekly Earnings Index.

- 7.5 Any increase in the Reference Charges shall affect:
- (a) the SoW Charges (to the extent that they are calculated in accordance with the Reference Charges) in Statements of Work in force at the date the increase takes effect; and
 - (b) the calculation of the SoW Charges for Statements of Work entered into after the date the increase takes effect.]
- 7.6 Creation shall invoice Client for the SoW Charges at the intervals specified in the relevant Statement of Work. If no intervals are specified, Creation shall invoice Client at the end of each month in respect of any active Works during that month.
- 7.7 Client shall pay each invoice submitted to it by Creation within 30 days of receipt to a bank account nominated in writing by Creation from time to time.
- 7.8 Without prejudice to any other right or remedy that it may have, if Client fails to pay Creation any sum due under this agreement on the due date:
- (a) 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) Creation may suspend part or all of any active Works (including Works in respect of which SoW Charges are not overdue) until payment has been made in full.
- 7.9 All sums payable to Creation under this agreement:
- (a) are exclusive of VAT, where VAT is applicable. Where VAT is applicable, 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).

8. CHANGE CONTROL

- 8.1 Either party may propose changes to the scope or execution of a Works, but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties. A **"Change Order"** shall be a document setting out the proposed changes and the effect that those changes will have on:
- (a) the Works;
 - (b) the SoW Charges;
 - (c) the timetable for the Works; and
 - (d) any of the other terms of the relevant Statement of Work.
- 8.2 If Creation wishes to make a change to a Works it shall provide a draft Change Order to Client.
- 8.3 If Client wishes to make a change to a Works:
- (a) it shall notify Creation in writing and provide as much detail as Creation reasonably requires of the proposed changes, including the timing of the proposed change; and
 - (b) Creation shall, as soon as reasonably practicable after receiving the information at in paragraph (a) above, provide a draft Change Order to Client.
- 8.4 If the parties:

- (a) agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Statement of Work; or
- (b) are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 27 (dispute resolution procedure).

9. CREATION INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Client acknowledges and agrees that Creation shall retain ownership of all Intellectual Property Rights subsisting in functionality pre-built by Creation & installed into a Client environment on request of the Client. This functionality must be detailed in any Scope of Works or Change Request related to the agreement & approved by the client in advance. Creation invests a lot of time, money & effort in developing pre-built functionality, accelerator components (for example Events Management technology) etc which are designed to speed a client's time to value from system implementation. Creation needs to protect these assets & their use within the Salesforce ecosystem (together the "**Creation IPRs**").
- 9.2 Creation grants to the Client a fully paid-up, worldwide, non-exclusive, royalty-free, non-sublicensable (other than under clause 9.3) perpetual and irrevocable licence to copy and modify the functionality / components for the purpose of receiving and using the Works in its business.
- 9.3 The Client has full authority to sub-licence the rights granted under clause 9.2 to its Affiliates but not to any other parties.
- 9.4 Creation reserves the right to grant a licence or other right to use the Creation IPRs to any other party or parties.

10. CLIENT INTELLECTUAL PROPERTY RIGHTS

- 10.1 N/A
- 10.2 N/A

11. DATA PROTECTION

- 11.1 Each party shall comply with all data protection laws in meeting their obligations under this agreement and so that if data protection laws conflict with an obligation under this agreement then the obligation shall be modified accordingly.

12. CONFIDENTIALITY

- 12.1 Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, students, clients or suppliers of the other party or its Affiliates, except as permitted by clause 12.2(a).
- 12.2 Each party may disclose the other party's confidential information:
 - (a) to its Representatives 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 Representatives to whom it discloses the other party's confidential information comply with this clause 9.1; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 12.3 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

13. LIABILITY

- 13.1 References to liability in this clause 13 include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 13.2 Nothing in this clause 13 shall limit Client's payment obligations under this agreement or Client's liability under clauses **Error! Reference source not found.**, **Error! Reference source not found.** or **Error! Reference source not found.**.
- 13.3 Nothing in this agreement limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of any terms implied by the Supply of Goods and Services Act 1982.
- 13.4 Subject to clause 13.3 (liabilities which cannot legally be limited), Creation's total liability to Client under or in connection with this agreement shall not exceed £1,000,000.
- 13.5 Subject to clause 13.3 (liabilities which cannot legally be limited), Client's total liability to Creation under or in connection with this agreement shall not exceed the value of the contract.
- 13.6 Subject to clause 13.2 (no limitation on the customer's payment obligations), clause 13.2 (liability under identified clauses) and clause 13.3 (liabilities which cannot legally be limited), the following losses are excluded: (a) loss of profits; (b) loss of or damage to goodwill; and.
- 13.7 Unless Client notifies Creation that it intends to make a claim in respect of an event within the notice period, Creation shall have no liability for that event. The notice period for an event shall start on the day on which Client became, aware of the event having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 13.8 If a payment due from a party to another under this clause 13 is subject to tax (whether by way of direct assessment or withholding at its source but excluding tax on profits), that party shall be entitled to receive from the paying party such amount as shall ensure that the net receipt, after tax, of the recipient party in respect of the payment is the same as it would have been were the payment not subject to tax.
- 13.9 If a payment due from Client under clause 13.2 is subject to tax (whether by way of direct assessment or withholding at its source), Creation shall be entitled to receive from Client such amount as shall ensure that the net receipt, after tax, of Creation in respect of the payment is the same as it would have been were the payment not subject to tax.

14. TERMINATION AND CONSEQUENCES OF TERMINATION

- 14.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

- (b) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party;
- (h) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.1(c) to 14.1(j) (inclusive);
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (m) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

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

- (a) 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

14.3 On termination of this agreement otherwise than under clause 14.1 by notice from Client to Creation, Client shall immediately pay to Creation all of Creation's outstanding unpaid invoices and interest and, in respect of the Works supplied but for which no invoice has been submitted, Creation may submit an invoice, which shall be payable immediately on receipt.

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

15. FORCE MAJEURE

- 15.1 Provided it has complied with clause 15.3, 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.
- 15.2 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 15.3 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 one calendar month, the party not affected by the Force Majeure Event may terminate this agreement by giving 30 days' written notice to the Affected Party.

16. ASSIGNMENT AND OTHER DEALINGS

- 16.1 Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

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 right or remedy.
- 18.2 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. 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.

19. RIGHTS AND REMEDIES

- 19.1 The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by Applicable Law and Regulation.

20. SEVERANCE

- 20.1 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.
- 20.2 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.

21. ENTIRE AGREEMENT

- 21.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 21.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

22. CONFLICT

- 22.1 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.

23. NO PARTNERSHIP OR AGENCY

- 23.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 23.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24. COUNTERPARTS

- 24.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 24.2 Transmission of the executed signature page of a counterpart of this agreement by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If this

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.

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

25. THIRD PARTY RIGHTS

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.

26. NOTICES

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

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the address specified below.

Creation Creation's Manager – As detailed in the Schedule

Client Client's Manager – As detailed in the Schedule

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

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt. Any notice served by email must also be served within on eBusiness Day by one of the other methods in 26.2(a) or 26.2(b)

27. DISPUTE RESOLUTION PROCEDURE

27.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it which is capable of being resolved by discussion (a "**Dispute**") then the parties shall follow the procedure set out in this clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a "**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the Client and Creation shall attempt in good faith to resolve the Dispute;
- (b) if the Client and Creation are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to a Senior Director of the Client and a Senior Director of Creation who shall attempt in good faith to resolve it; and
- (c) if the Senior Director of the Client and Senior Director of Creation are for any reason unable to resolve the Dispute within 30 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. To initiate the mediation, a party must serve notice in writing (an "**ADR Notice**") to the other party to the Dispute, requesting a mediation. A copy of the ADR Notice should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR Notice.

- 27.2 No party may commence any court proceedings under clause 29 (jurisdiction) (in relation to the whole or part of the Dispute until 30 days after service of the ADR Notice, unless the right to issue proceedings is or could be prejudiced by a delay.
- 27.3 If the Dispute is not resolved within 30 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 30 days, or the mediation terminates before the expiration of the said period of 30 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 29 (jurisdiction).

28. GOVERNING LAW

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

29. JURISDICTION

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

THIS DOCUMENT takes effect on the date stated at the beginning of it.

SIGNATURES

Signed by MARK FOUNTAINE

for and on behalf of

CREATION TECHNOLOGY SOLUTIONS LIMITED

.....

DATE

Signed by XXXXXXXXXXXXXXXX

for and on behalf of

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

.....

DATE

Schedule 1 – Statement of Work

This Statement of Work is entered into by:

- **CREATION TECHNOLOGY SOLUTIONS LIMITED** (incorporated and registered in England and Wales with company number 05953173 whose registered office is at Unit 14.1.03, Barley Mow Centre, 10 Barley Mow Passage, London, England, W4 4PH (“**Creation**”) and
- **XXXXXXXXXXXXXXXXXXXXXXXXXXXX**, whose registered office is at XXXXXXXXXXXXXXXXXXXXXXXXXXXX (the “**Client**”), together, the “parties”.

Pursuant to the Framework Services Agreement (the “**Agreement**”). This Statement of Work forms part of the Agreement and any capitalized terms used herein have the meaning given to them in the Agreement.

Reference	
Service Overview	
Start Date	
End Date	
Structure / Delivery / Processes	
Deliverables	
Client Responsibilities	
Creation Responsibilities	
Assumptions	
Client Materials	
Client’s Manager	
Creation’s Manager	
Staffing/Team Structure	



SoW Charges Payment Dates	Please see Schedule 2 – Charges & Payment Terms
Service Levels	
Milestones	
Creation IP in Agreement	

THIS DOCUMENT takes effect on the date stated at the beginning of it.

SIGNATURES

Signed by XXXXXXXXXXXXXXXX

for and on behalf of

CREATION TECHNOLOGY SOLUTIONS LIMITED

.....

DATE

Signed by XXXXXXXXXXXXXXXX

for and on behalf of

XXXXXXXXXXXXXXXXXXXXXXX

.....

DATE

Schedule 2 – Charges and Payment Terms

Pursuant to the Framework Services Agreement (the “**Agreement**”) between **CREATION TECHNOLOGY SOLUTIONS LIMITED** and **XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX**.

This Schedule, together with any Statement of Work forms part of the Agreement and any capitalized terms used herein have the meaning given to them in the Agreement.

Reference	
Engagement Type	
Resource Charges	
Estimated Total Project Cost	
Deposit Amount	
Invoice Schedule	
Payment Terms	Invoices should be paid within 30 days following receipt of the Invoice
Weekend / Overtime Rates	
Additional Charges	