

**Master Services Agreement
for the Provision of
Professional Services**

**Between
[Company]
and
OUTSOURCE AUTOMATION SOLUTIONS LIMITED**

[Date]

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THIS AGREEMENT IS MADE ON [Date]

BETWEEN:-

- (1) **OUTSOURCE AUTOMATION SOLUTIONS LIMITED** a limited company registered in England with registration no. **12656292**, whose registered office is Moston Mill, Mill Lane, Sandbach, CW11 3PT ('OAS')
- (2) **[Company]**

WHEREAS:

- (A) OAS has represented that it is an expert in the provision of services of the type set out in this Agreement to organisations the size and type of the Client.
- (B) Client has agreed to purchase and OAS has agreed to supply the Services on the terms and conditions of this Agreement pursuant to Statements of Work as agreed between the Parties from time to time.
- (C) Any services already provided by OAS at the date of this Agreement relating to the Services (as defined below) are to be treated as having been provided under the terms of this Agreement.

IT IS AGREED:

1 DEFINITIONS AND INTERPRETATION

1.1 The terms which follow shall have the following meanings (unless the context otherwise requires):

Affiliate	means, in respect of a Party, a company or other undertaking which is a Group Undertaking (as defined in section 1161(5) of the Companies Act 2006), in each case for the time being;
Agreement	means the recitals to, clauses of and Schedules (including their annexes) to this document and all other documents attached to or otherwise incorporated into this Agreement, or any amended version agreed between the Parties in accordance with the terms of this Agreement;
Authority	means any local, national, multinational, governmental or non-governmental authority, statutory undertaking or public or regulatory, administrative, fiscal or judicial body or body corporate which has any jurisdiction, control or influence over a Party or which has responsibility for providing any decision, consent or licence which is required in order for a Party to fulfil its obligations in accordance with and pursuant to this Agreement (including, in the United Kingdom, HM Revenue & Customs, the Funeral Planning Authority, the Groceries Code Adjudicator, the Financial Conduct Authority and Prudential Regulation Authority, the Information Commissioner and the Competition and Markets Authority (and each of their successors) and including such equivalent bodies in relation to Services provided outside of the United Kingdom);

Business Day	means a day other than a Saturday, Sunday or public holiday recognised in England;
Change of Control	means if any entity becomes entitled (having not previously been entitled), directly or indirectly to direct or cause the direction of the management and policies of OAS or any Approved Sub-Contractor (whether through the ownership of voting shares, by contract or otherwise) or acquires more than fifty percent (50%) of the shares of OAS (or the relevant Approved Sub-Contractor) or of the voting rights attached to them including through an initial public offering of more than fifty per cent (50%) of the share capital of OAS (or the relevant Approved Sub-Contractor);
Charges	means the charges payable by Client in respect of the Services which are set out in Schedule 2 (Charges) or as otherwise explicitly agreed in a Statement of Work;
Claim	means any one or more of the following: a claim, action, proceeding, demand, allegation, threat of any of the foregoing of whatever nature, in each case whether in contract, tort (including negligence) or otherwise;
Commencement Date	[Date]
Confidential Information	means any information, however conveyed or presented (whether disclosed orally or in writing), that relates to the business, affairs, operations, customers, members, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and OASs of a Party or its Affiliates, together with all information derived from any such information and any other information clearly designated by a Party as being confidential to it (whether or not it is marked 'confidential'), or which ought reasonably be considered to be confidential;
Corrupt Act	has the meaning given in clause 18.4;
Client Data	means any data including Personal Data, information, text, visual or graphic representations and other materials in any medium or format owned by or licensed to Client and used by OAS, OAS Affiliates or Approved Sub-Contractors in the provision of the Services;
Client IS Standard	means Client's information security standards as updated and notified to OAS from time to time, the current copy of which (as at the date of this Agreement) is attached at Schedule 5;
Client Material	means Client Background Material and New Material;
Client Background Material	means Material (excluding New Material) provided by, for or on behalf of the Client to OAS in connection with the performance or

	receipt of the Services (whether or not it is incorporated in New Material or OAS Background Material);
Client Policies	those policies, procedures and compliance requirements of the Client and issued by the Client and notified to OAS from time to time, including the Client Expenses policy, Client IS Standard, and GSNFR OAS Guide to Ethical Trade from time to time;
Client Responsibilities	means those actions set out in a Statement of Work for which Client, or a third party appointed by Client, is responsible pursuant to clause 6;
Data Protection Legislation	means all laws that relate to data protection, privacy, the use of information relating to individuals, and or the information rights of individuals including, without limitation, the Data Protection Act 2018, the e-Privacy Regulations (2017/0003), the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Consumer Protection from Unfair Trading Regulations 2008, the GDP Regulation and any relevant national laws implementing Directives 95/46/EC, 2002/58/EC 7 97/66/EC and 2016/679 all as amended or replaced from time to time;
Default	means any breach by a Party of its obligations under this Agreement or, if the context requires, a Statement of Work;
Statutory Interest	has the meaning given in clause 8.6;
Deliverables	means all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software and all other materials in whatever form, including hard copy and electronic form, which OAS produces pursuant to this Agreement or a Statement of Work;
Disaster Recovery and Business Continuity Plan	a plan for the restoration and continued provision of the Services in accordance with the terms of this Agreement in the event of a disaster occurring, pursuant to clause 20;
Exit Event	means the expiry or termination of this Agreement (or any part of it, and including, for the avoidance of doubt, one or more Statements of Work) or a Service Transfer;
Exit Period	means any period during which Exit Services are required by Client in accordance with clause 25;

Exit Services	means the Services to be provided by OAS during the Exit Period or any other services as are otherwise reasonably required by Client, which OAS shall be obliged to provide during the Exit Period;
Force Majeure Event	means an occurrence beyond the control and without the fault or negligence of the Party affected and which that Party is unable to prevent or provide against by the exercise of reasonable diligence, including acts of God, fire, flood, earthquake, unusually severe weather or elements of nature, war, embargo, riot, civil disorder, rebellion or revolution, and for the avoidance of doubt, shall not include: (a) failure by any OAS Personnel adequately to test any equipment supplied by a third party or other service component prior to installation, or any consequence of any such failure; (b) strikes or other industrial action of OAS Personnel; (c) failure to secure any resources; or (d) the imposition of or change to any taxes, tariffs or duties on any goods or services);
GDP Regulation	means the General Data Protection Regulations;
Good Industry Practice	means in relation to any undertaking and any circumstances, the exercise of the degree of skill, care, prudence, efficiency, foresight and timeliness which would be expected from a skilled and experienced person engaged in the same type of undertaking;
Insolvency Event	means one or more of the following events affecting a Party or any member of a Party having control (as defined in the definition of Change of Control) of OAS (the 'Affected Party') (a) the Affected Party becomes unable to pay its debts or is deemed to be unable to pay its debts; (b) a winding-up petition is presented in respect of the Affected Party (that is not disposed of within 15 Business Days); (c) the Affected Party enters into liquidation either compulsory or voluntary (save for the purposes of a solvent reconstruction or amalgamation previously approved in writing by the other Party) or a provisional liquidator is appointed in respect of the Affected Party; (d) notice of intention to appoint an administrator is served in respect of the Affected Party or an application for an

administration order in respect of the Affected Party is filed at Court;

- (e) an administrator, administrative receiver, receiver or manager or similar officer is appointed in respect of the whole or any part of the Affected Party's assets;
- (f) the Affected Party proposes to enter or enters into any composition or arrangement with its creditors generally or any class of creditors;
- (g) distress, execution or other legal process is taken or steps are taken to enforce any encumbrance over all or part of the assets and/or undertaking of the Affected Party;
- (h) the Affected Party is subject to an event analogous to (a) to (g) above in any other jurisdiction;

Intellectual Property Rights

means all patents, rights to inventions, copyright and related rights, moral rights, database rights, semiconductor topography rights, supplementary protection certificates, petty patents, utility models, plant variety rights, rights in designs, trademarks, service marks, trade names, domain names, rights in goodwill, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)), and other similar or equivalent rights or forms of protection (whether registered or unregistered) and all applications (or rights to apply) for, and for renewals and extensions of, such rights as may now or in the future exist anywhere in the world;

Key Personnel

means OAS Personnel identified as key personnel in Schedule 6 (Key Personnel) or in a Statement of Work;

Losses

means all losses, liabilities, costs (including legal costs), charges, fines, expenses, actions, procedures, claims, demands and damages (including the amount of damages awarded by a court of competent jurisdiction);

Management Information

means the information that OAS has agreed to provide to Client from time to time in accordance with the provisions of this Agreement relating to (amongst other things) OAS's performance of its obligations and provision of the Services including the management information (if any) identified as such in a Statement of Work;

Material

means any document, information, data or other material (in whatever form) including software, firmware, documented methodology, process and procedure (including any reports, specifications, business rules and requirements, user manuals, user

	guides, operations manuals, training materials and instruction, and any other output (in whatever form);
New Material	means all Deliverables, and any Material which is created by, for or on behalf of the Client in the course of the performance or receipt of the Services;
Party	means a party to this Agreement (or, if the context requires, a party to the relevant Statement of Work) including its successors and permitted assignees, and the term ' Parties ' shall be construed accordingly;
Public Official	any person holding or acting on behalf of a person holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a state-owned or public enterprise, a public international organisation, any federal or regional government department or agency, any political party, any candidate for political office or a relative or associate of any such person;
Regulations	means the common law and any law, legislation, instrument, rule, order, regulation, directive, by-law, industry code, decision, binding court order or judgment, which applies to, concerns or otherwise affects any Party's obligations under this Agreement or a Statement of Work as the same may be amended or varied from time to time including the rules and regulations of any Authority, including (for the avoidance of doubt) all Data Protection Legislation;
Regulatory Change	means any change in Regulations which does or may affect the Client, the Services, this Agreement or a Statement of Work;
Relief Event	means any failure by Client to perform the Client Responsibilities other than a failure caused directly or indirectly by any act or omission of OAS, its Affiliates, any Approved Sub-Contractor(s) or any OAS Personnel;
Service Levels	means the standards and measurements for the provision of the Services (or part of them) specified in Schedule 3 (Service Levels) and/or any relevant Statement of Work;
Services	means the services to be provided by OAS to Client and its Affiliates as described in Schedule 1 (Services) and set out in more detail from time to time in a Statement of Work, the Exit Services and any other services which may be agreed between the Parties from time to time;
Service Transfer	means any transfer of the Services (or any part of them), for whatever reason to Client, and/or any third party;

Slavery and Human Trafficking	has the meaning given to it in Section 54(12) of the Modern Slavery Act 2015;
Staff	means the staff (including directors, officers, employees, agents, workers and sub-contractors of any Party together with directors, officers, employees, agents, workers and sub-contractors of such Party's Affiliates, agents and sub-contractors, and of any agents and sub-contractors further down any contractual chain) engaged in connection with this Agreement or a Statement of Work;
Statement of Work	means a detailed description of the Services and matters relating thereto as agreed between the Parties from time to time in materially the same format as the Pro-forma SoW;
OAS Personnel	means any Staff engaged by OAS, its Affiliates, Approved Sub-Contractors or any other third party in connection with the provision of the Services;
OAS Background Material	means: (a) any Material developed by OAS independently of the Services; and (b) OAS's generic methodologies, tools, technology or processes which are required to be used by OAS, and/or the Client in connection with the performance and/or receipt of the Services, excluding Client Background Material and New Material;
Term	means the duration of this Agreement set out in clause 2 or, if the context requires, the duration of a Statement of Work as set out in that Statement of Work in each case together with any relevant Exit Period;
Terms and Conditions	means clauses 1 to 41 of this Agreement including, for the avoidance of doubt and where the context requires, all Schedules to which they refer;
Third Party Material	means any Material, Intellectual Property Rights in which are owned by a person other than OAS or the Client;

1.2 In this Agreement and each Statement of Work:

- 1.2.1 the singular includes the plural and vice versa and any gender includes any other gender;
- 1.2.2 the headings in this Agreement and each Statement of Work are inserted for convenience only and do not affect its and their construction or interpretation;
- 1.2.3 references to this Agreement or any other document are to this Agreement or that document as in force for the time being and as amended, supplemented, varied, modified, renewed or replaced or

extended from time to time in accordance with the requirements of this Agreement or that document (as the case may be);

1.2.4 a reference to any body shall:

1.2.4.1 if that body is replaced by another organisation, be deemed to refer to that replacement organisation; and

1.2.4.2 if that body ceases to exist, be deemed to refer to that organisation which most substantially serves the same purposes as the original body;

1.2.5 references to any law, statute, enactment, order, regulation or other similar instrument ('**Legislation**') (and Legislation having effect in the UK shall be '**UK Legislation**') shall, unless otherwise stated, be construed as a reference to each of the same as amended, replaced or superseded by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof;

1.2.6 the words '**other**', '**includes**', '**including**' '**for example**' and '**in particular**' do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

1.3 In relation to all Services which are provided in the United Kingdom, the terms '**Data Subject**', '**Controller**', '**Processor**', '**Processing**' (and Process and Processed shall be construed accordingly), and '**Personal Data**' have the meanings prescribed under the GDP Regulation.

1.4 If there is any conflict, inconsistency or ambiguity between:

1.4.1 the clauses of this Agreement and the Schedules to this Agreement, the clauses of this Agreement shall prevail to the extent of such conflict only; and

1.4.2 the clauses of and Schedules to this Agreement and a Statement of Work, the clauses of and Schedules to this Agreement shall prevail to the extent of such conflict only.

2 TERM

2.1 This Agreement shall commence on the Commencement Date and shall continue in force unless and until terminated in accordance with clause 24.

3 STATEMENTS OF WORK

3.1 The purpose of this Agreement is to create a flexible contractual framework to enable the Parties to put in place appropriate Statements of Work necessary to deliver the requirements of the Client during the Term.

3.2 Each Statement of Work shall form a separate contract and shall incorporate and be subject to the Terms and Conditions.

3.3 The Parties agree that, whenever Client requires any Services from OAS, the Parties shall agree a Statement of Work.

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- 3.4 No Statement of Work shall be binding on the Parties unless it is properly executed by an authorised representative of each Party.
- 3.5 Each Party shall bear its own costs in relation to the preparation of, response to and agreement of each Statement of Work.
- 3.6 By entering into a Statement of Work, each Party acknowledges and agrees that it has sufficient information, resources and capability to meet its obligations under it. Each Party shall not be entitled to any additional payment nor excused from any liability under this Agreement (and/or the relevant Statement of Work) as a consequence of its misinterpretation of any matter or fact relating to any such information, resources or capability.

4 OAS RESPONSIBILITIES

- 4.1 OAS represents, warrants and undertakes to the Client as at the Commencement Date and throughout the Term (and, in the case of a Statement of Work, for the Term of such Statement of Work) that it shall provide the Services and Deliverables:
- 4.1.1 in accordance with the Terms and Conditions and the relevant Statement of Work;
 - 4.1.2 in accordance with all reasonable instructions of the Client;
 - 4.1.3 using suitably knowledgeable, experienced and qualified OAS Personnel;
 - 4.1.4 in accordance with Good Industry Practice; and
 - 4.1.5 in accordance with all Regulations
- 4.2 In providing the Services under this Agreement and each Statement of Work, OAS shall:
- 4.2.1 notify Client as soon as it is aware of any potential or actual delay or obstacle to the provision of the Services;
 - 4.2.2 procure that it has available at all times, and allocates sufficient and appropriately qualified and skilled personnel, facilities, assets and resources to provide the Services; and
 - 4.2.3 be responsible for the management and supervision of OAS Personnel.
- 4.3 The title in any goods shall pass to Client on delivery of such goods.
- 4.4 OAS shall notify Client in writing of any proposed Change of Control, immediately on becoming aware of the same.

5 SERVICE LEVELS

- 5.1 Where set out in the relevant Statement of Works, OAS shall, at all times achieve or exceed each Service Level in the performance of the Services.
- 5.2 Client hereby acknowledges and accepts that Service Levels will only apply if wholly within the control of OAS and/or OAS Personnel.

6 CLIENT RESPONSIBILITIES

- 6.1 Client shall provide (or shall procure the provision by third parties of) the Client Responsibilities set out in a Statement of Work.
- 6.2 OAS shall notify Client in writing promptly and in any event within five (5) Business Days after becoming aware of any Relief Event, such notice to contain a reasonably detailed analysis as to the likely impact of the Relief Event on OAS's obligations, OAS and Client.
- 6.3 OAS shall not be in Default to the extent that such Default is a direct result of a Relief Event, provided that OAS has given notice in accordance with clause 6.2.
- 6.4 Notwithstanding the occurrence of a Relief Event OAS shall use all reasonable endeavours to continue to provide the Services and to perform its obligations under this Agreement and each Statement of Work.

7 CONTINUOUS IMPROVEMENT

- 7.1 OAS shall (at its own cost), on an ongoing basis throughout the Term, explore and identify opportunities to improve the Services and reduce the costs and expenses incurred pursuant to this Agreement and/or each Statement of Work.
- 7.2 In accordance with Schedule 4 (Governance and Management Information), OAS shall where identified, advise Client of potential savings opportunities or opportunities to improve the Services and will provide a description of the nature of the improvement to the Services, together with all relevant information required by Client. The implementation of any improvements pursuant to this clause 7 shall be subject to clause 10.1 as applicable.

8 CHARGES AND PAYMENT

- 8.1 In consideration of the provision of the Services in accordance with this Agreement or a Statement of Work, Client shall pay the Charges in accordance with the payment terms specified in this clause 8, Schedule 2 (Charges) and each Statement of Work.
- 8.2 OAS shall, invoice Client for payment of the Charges in accordance with Schedule 2 (Charges).
- 8.3 All sums payable under this Agreement and each Statement of Work are expressed to be exclusive of VAT and shall be paid in pounds Sterling (£). Expenses shall be payable to OAS if previously agreed in writing by Client from time to time.
- 8.4 Client shall pay the Charges within thirty (30) days of the date of receipt by Client of a valid and undisputed invoice.
- 8.5 If at any time Client disputes all or any of the Charges:
 - 8.5.1 Client shall notify OAS in writing, within thirty (30) Business Days after the date of receipt of an invoice for the Charges, specifying Client's reasons for disputing the invoice;
 - 8.5.2 OAS shall issue a credit note to Client for the entire amount of the invoice containing the disputed charges, and shall re-issue an invoice to Client for the undisputed charges only (if any);

8.5.3 Client shall pay to OAS all amounts not disputed by Client in accordance with this clause 8; and

8.5.4 if the Parties are unable to resolve the dispute within twenty (20) Business Days of receipt of notice given in accordance with clause 8.5.1, either Party may escalate the matter for resolution in accordance with clause 28.

8.6 All invoices or amounts relating to the Charges payable under this Agreement or a Statement of Work not paid in accordance with this clause 8 shall incur interest on the undisputed invoice or amount (or part thereof) at the rate of eight per cent (8%) above the base rate of The Bank of England ("**Statutory Interest**"). The Client agrees that the right to claim interest under this clause 8 shall be a substantial remedy for late payment of undisputed invoices.

8.7 Where Client:

8.7.1 is affected by an Insolvency Event; or

8.7.2 in OAS's reasonable opinion is likely to be affected by an Insolvency Event; and

owes any money to OAS, the outstanding money owed shall become due immediately and incur Statutory Interest.

9 GOVERNANCE AND MANAGEMENT INFORMATION

The Parties shall each comply with the contract management and governance provisions set out in Schedule 4 (Governance and Management Information).

10 VARIATION OF THE TERMS AND CONDITIONS

10.1 No amendment or variation to the Terms and Conditions or a Statement of Work shall be valid unless made in writing and signed by a duly authorised representative of each of the Parties.

11 OAS PERSONNEL

11.1 OAS shall, if any Key Personnel (or their replacements) should cease to be employed by OAS, immediately inform Client and shall replace such individual as soon as reasonably practicable by a person with equivalent experience and standing.

12 NON-SOLICITATION

12.1 Client shall not (and shall procure that its Affiliates shall not), without OAS's prior written consent, directly or indirectly solicit, interfere with or endeavour to entice away from OAS or induce or cause a third party to induce any OAS Personnel with whom the Client has had contact in connection with this Agreement, to enter into a contract for service or a contract of employment with the Client.

12.2 Unless otherwise agreed in writing, the restrictions referred to in clause 12.1 shall apply in respect of a given member of Staff during the Term and for a period of 12 months thereafter.

13 REGULATORY CHANGE

13.1 Each Party shall comply with any Regulatory Change and shall promptly make any necessary changes required to the provision of the Services due to a Regulatory Change.

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- 13.2 Each Party shall ensure that the implementation of and compliance with Regulatory Changes does not disrupt the provision of the Services or the business of the Client in any way.
- 13.3 Nothing in this clause 13 shall relieve either Party of its responsibility at all times to comply with Regulations in connection with the provision of or the receipt of the Services.

14 EMPLOYEE RELATED INDEMNITIES

- 14.1 At no time during or after the Term shall any OAS Personnel, as a consequence of the provision of the Services (or any part of them), be an employee or a worker of the Client.

15 INTELLECTUAL PROPERTY RIGHTS

- 15.1 Neither this Agreement nor any Statement of Work shall operate to assign any title, interest or Intellectual Property Rights in any OAS Background Material or Client Background Material.
- 15.2 All title, interest and Intellectual Property Rights in any New Material upon creation of the same shall belong to and vest in Client.
- 15.3 Each Party shall indemnify, defend and hold harmless the other Party in respect of any and all Losses incurred or suffered by or made against any of them and whether, wholly or in part, resulting directly from any Claim that the receipt, use, reproduction or exploitation of any Background Material, New Material, Third Party Material or Confidential Information infringes or misappropriates a third party's Intellectual Property Rights and/or rights in respect of confidential information.

Use of Client Material

- 15.4 Client hereby grants to OAS a non-exclusive, non-transferable, royalty-free, worldwide, personal licence to use, copy, maintain and modify the New Material during the Term to the extent necessary and for the sole purpose of the proper performance of the Services.
- 15.5 Client hereby grants to OAS a non-exclusive, non-transferable, royalty free, worldwide, personal licence to use the Client Background Material during the Term to the extent necessary and for the sole purpose of the proper performance of the Services.
- 15.6 The licences and rights of use granted by Client pursuant to clause 15.4 and 15.5 shall terminate automatically at the end of the Term or earlier termination, or (if earlier) when such Client Material cease to be required in connection with the performance of the Services.

Use of OAS Material

- 15.7 OAS may, from time to time, grant to Client a non-exclusive, non-transferable, royalty-free, worldwide, personal licence to use, copy, maintain and modify OAS Background Material during the Term to the extent necessary and for the sole purpose of the proper performance of the Services.
- 15.8 The licences and rights of use granted by OAS pursuant to clause 15.4 shall terminate automatically at the end of the Term or earlier termination, or (if earlier) when such Client Material cease to be required in connection with the performance of the Services.

16 CLIENT DATA

- 16.1 For the purposes of this clause 16 Client is the Controller of Client Data and OAS is the Processor of Client Data.
- 16.2 Each party agrees that it shall at all times during the Term, to the extent that such obligations are relevant to this Agreement, comply with its respective obligations imposed upon it by Data Protection Legislation and shall not do or omit to do anything which causes the other to breach Data Protection Legislation.
- 16.3 In addition to and notwithstanding any other right or obligation arising under this Agreement and/or any Statement of Work, OAS shall (and shall ensure that all OAS Personnel shall) when processing Client Data:
- 16.3.1 implement and have in place appropriate technical, security and organisational measures to:
 - 16.3.1.1 protect Client Data and to ensure that any system accessing, storing or otherwise processing Client Data, including backup data, is protected against accidental or malicious loss, theft, modification, disclosure, destruction, transmission and/or damage, including that caused by unauthorised access, and subsequent unlawful processing; and
 - 16.3.1.2 maintain the integrity of the Client Data in accordance with the Client IS Standard, applicable Regulations, and with Good Industry Practice;
 - 16.3.2 have in place a level of security appropriate to the risk represented by the Processing and the nature of the data to be protected and a process for:
 - 16.3.2.1 regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the enduring security, availability and resilience of the processing; and
 - 16.3.2.2 the restoration of the access to the Personal Data following a Data Protection Breach (as defined in clause 16.3.14);
 - 16.3.3 take reasonable steps to ensure the reliability of OAS Personnel who have access to Client Data and ensure that all OAS Personnel receive adequate and regular training in the care and handling of Client Data;
 - 16.3.4 ensure that persons entitled to use a data processing system, only access and process the Client Data to which they have a right of access, and ensure that Client Data cannot be read, copied, modified or removed without authorisation throughout the lifecycle of the Client Data;
 - 16.3.5 keep the Client Data separate from any data it processes on behalf of any other entity (including but not limited to business continuity measures and processes for regularly testing, assessing and evaluating the effectiveness of the security measures set out above in clauses 16.3.1, 16.3.2, 16.3.3 and 16.3.4);
 - 16.3.6 employ the use of pseudonymisation and encryption of Client Data, (where appropriate) and implement measures to ensure the ongoing confidentiality, integrity, availability and resilience of OAS's systems and services where such systems and services are used for handling Client Data;

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- 16.3.7 have the ability to restore the availability and access to the Client Data to its prior state in a timely manner in the event of a physical or technical incident where such availability and access was or is within the control of OAS and/or OAS Personnel;
 - 16.3.8 provide reports of its Processing activities performed on behalf of Client as agreed under the terms of each Statement of Work;
 - 16.3.9 only Process the Client Data in accordance with documented Client requirements as set out in the relevant Statement of Work ;
 - 16.3.10 promptly inform Client (prior to following Client's instruction regarding Processing) if, in its opinion, Client's instruction would be in breach of Data Protection Legislation;
 - 16.3.11 promptly deal with any enquiry from Client and/or any Client Affiliates which relates to the processing of Client Data;
 - 16.3.12 assist Client to comply with its own data security obligations under Data Protection Legislation;
 - 16.3.13 have in place procedures so that any third party it authorises to have access to the Personal Data, including sub-processors, will respect and maintain the confidentiality and security of the Client Data;
 - 16.3.14 promptly notify Client (and in any event within 24 hours of OAS becoming aware) of the following (whether actual or suspected) (each a "**Data Protection Breach**"):
 - 16.3.14.1 any unauthorised or accidental disclosure of Client Data;
 - 16.3.14.2 any unauthorised loss, damage, destruction, corruption, alteration, or access to any Client Data;
 - 16.3.14.3 any unauthorised or unlawful processing of Client Data;
 - 16.3.14.4 any breach of Data Protection Legislation by OAS;
 - 16.3.14.5 any breach of this clause 16;
 - 16.3.14.6 or any action that causes or could reasonably be deemed to cause any of the above;
 - 16.3.15 in the event of an actual or suspected Data Protection Breach, within 24 hours of the notification referred to in clause 16.3.14, provide to Client all information in its possession concerning the Data Protection Breach (including a root cause analysis of the same) in sufficient detail to enable Client to discharge any reporting obligations to an Authority or to decide whether such reporting obligations apply;
 - 16.3.16 at Client's election, promptly either return or destroy the Client Data at the end of the relationship (except as required by Regulations) at OAS's cost, and in either case OAS shall ensure that (following the return of the Client Data where requested), all such data is destroyed and deleted from OAS's (and any sub-processor's) systems, save where it is technologically impossible so to do, and to provide a certificate signed by a duly authorised official of OAS of such destruction and/or deletion;

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- 16.3.17 notify Client (within 48 hours) if:
- 16.3.17.1 it receives a complaint or request relating to Client's obligations under Data Protection Legislation.
- 16.3.18 notify Client (within 24 hours) if:
- 16.3.18.1 it receives any request, correspondence, notice or other communication whether orally or in writing from the Office of the Information Commissioner, or any other person, relating to Personal Data comprised in the Client Data; and/or;
 - 16.3.18.2 it becomes aware that a disclosure of Client Data may be required by law (unless prohibited from doing so under such law);
- 16.3.19 impose confidentiality obligations on all OAS Personnel who are involved in the Processing of Client Data and not disclose any Client Data to any third party in any circumstances other than at Client's specific written request or where required to do so by Regulations;
- 16.3.20 before allowing any Sub-processor to process any Personal Data related to this Agreement:
- 16.3.20.1 notify the Client of the intended Sub-processor and processing;
 - 16.3.20.2 obtain the written consent of the Client;
 - 16.3.20.3 enter into a written agreement with the Sub-processor which gives effect to the terms set out in this Agreement such that they apply to the Sub-processor; and
 - 16.3.20.4 provide the Client with such information regarding the Sub-processor as the Client may reasonably require;
- 16.3.21 allow for audits of its data processing activity by the Client or the Client's designated auditor; and
- 16.3.22 not transfer Personal Data outside of the UK unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
- 16.3.22.1 OAS has provided appropriate safeguards in relation to the transfer, in accordance with GDPR Article 46;
 - 16.3.22.2 implementation of an appropriate transfer mechanism approved for use under UK law, including the ICO International Data Transfer Agreement (IDTA) or the UK Addendum to the EU Standard Contractual Clauses, as applicable;
 - 16.3.22.3 the Data Subject has enforceable rights and effective legal remedies;
 - 16.3.22.4 OAS complies with any reasonable instructions notified to it in advance by the Client with respect to the Processing of the Personal Data; and
 - 16.3.22.5 a transfer risk assessment is carried out and documented where required by Data Protection Legislation.

16.4 Each Party shall indemnify, defend and hold harmless the other Party in respect of any and all Losses incurred or suffered by or made against them and whether, wholly or in part, resulting directly from any Data Protection Breach, any breach or purported breach of this clause 16 or Data Protection Legislation.

16.5 OAS shall remain fully liable for all acts or omissions of any Sub-processor.

16.6 The provisions of this clause 16 shall apply during the Term and for twelve (12) months following its expiry.

17 WARRANTIES, UNDERTAKINGS AND REPRESENTATIONS

17.1 Each Party warrants and represents that:

17.1.1 this Agreement and each Statement of Work is executed by a duly authorised representative of that Party; and

17.1.2 once duly executed, this Agreement and each Statement of Work shall constitute legal, valid and binding obligations.

17.1.3 it has, and shall continue to have, full capacity and authority to enter into and properly perform its obligations under this Agreement and/or each Statement of Work;

17.1.4 there are no actions, suits or proceedings or regulatory investigations commenced, pending or, to its knowledge, threatened that might affect its ability to properly perform its obligations under this Agreement and/or each Statement of Work;

17.1.5 it has not and will not, by any act or omission, breach any licence granted;

17.1.6 it shall not infringe or cause the other Party to infringe any person's Intellectual Property Rights;

17.1.7 has and shall at all relevant times have full right, title and authority to grant the licences to members of the other Party; and

17.1.8 it will not do or permit to be done any act or omission in relation to the performance of its obligations under this Agreement and/or any Statement of Work which does or may damage the business, reputation, goodwill or image of the other Party

18 REGULATORY COMPLIANCE

18.1 Each Party shall warrant, represent and undertake that it shall perform its obligations under this Agreement and/or each Statement of Work in a manner that complies with all Regulations and shall immediately notify Client if it becomes aware of any allegation of non-compliance with any Regulations by any person.

18.2 Each Party shall warrant, represent and undertake that it shall perform its obligations under this Agreement and/or each Statement of Work in a manner that complies with all applicable Laws and shall immediately notify Client if it becomes aware of any unlawful activity in connection with this Agreement. This includes, but is not limited to:

18.2.1 Modern Slavery and Human Trafficking Laws

18.2.2 Applicable Tax Laws

18.2.3 Criminal Law

- 18.3 Each Party shall indemnify, defend and hold harmless Client in respect of any and all Losses incurred or suffered by or made against any of them and whether, wholly or in part, resulting directly from any investigation, prosecution, claim or allegation that OAS, OAS Affiliate or Approved Sub-Contractor has breached any Regulations, or any obligations of OAS under this Agreement which cause or contribute to any breach of any Regulations by Client, whether or not such Losses were foreseeable at the date of entering into this Agreement or a Statement of Work (as the case may be).
- 18.4 Each Party shall not, and shall procure that all Personnel shall not, directly or indirectly, offer, give or agree to offer or give (either itself or in agreement with others) any payment, gift or other advantage to any person (whether in a public or private sector context) with respect to any matters which are the subject of this Agreement which:
- 18.4.1 would amount to an offence under any anti-corruption laws or regulations applicable at the time;
 - 18.4.2 has the intention or effect of influencing or rewarding any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept;
 - 18.4.3 is made to or for a Public Official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business; or
 - 18.4.4 a reasonable person would otherwise consider to be unethical, illegal or improper (any one of clause 18.4.1 to 18.4.3 being a '**Corrupt Act**').
- 18.5 Each Party shall indemnify, defend and hold harmless the other Party in respect of any and all Losses incurred or suffered by or made against them and whether, wholly or in part, resulting directly from any investigation, prosecution, claim or allegation relating to a breach of this clause 18.
- 18.6 Without prejudice to clause 24, if either Party reasonably suspects there to have been a breach of this clause 18, they may terminate this Agreement and/or any Statement of Work immediately upon written notice.

19 CONFIDENTIALITY

- 19.1 OAS shall only store, copy and use Confidential Information of Client to the extent necessary to properly perform its obligations under this Agreement and/or any Statement of Work.
- 19.2 Except with the disclosing Party's prior written consent, each Party undertakes to keep Confidential Information of the other Party and its Affiliates secret and strictly confidential and shall:
- 19.2.1 not disclose it to any third party during the Term and thereafter; and
 - 19.2.2 shall not use such Confidential Information during the Term and thereafter other than for the purpose of properly performing its obligations under this Agreement and/or any Statement of Work.
- 19.3 Either Party may disclose Confidential Information to its Affiliates, Staff, and/or Approved Sub-Contractors who need to know such Confidential Information in order for the relevant Party to perform its obligations under this Agreement and/or any Statement of Work. Each Party shall procure the compliance by any such Affiliates, Staff and/or Approved Sub-Contractors with the obligations of that Party under this clause 19.

- 19.4 The provisions of clause 19.2 shall not apply to any information which:
- 19.4.1 is in the possession of either Party without any obligations of confidence in relation to use or disclosure prior to the Commencement Date;
 - 19.4.2 is in or enters into the public domain other than by a breach of this Agreement and/or any Statement of Work or any obligation of confidence owed to Client and/or its Affiliates;
 - 19.4.3 is authorised for release by the written consent of the disclosing Party; or
 - 19.4.4 is required to be disclosed by law.
- 19.5 The contents of this Agreement and each Statement of Work shall be treated by the Parties as Confidential Information.
- 19.6 Notwithstanding any other provision of this clause 19 but subject to clause 16, a Party may disclose Confidential Information to any Authority, or to that Party's solicitors, auditors, insurers, accountants and other professional advisors, for the purposes of reporting to or seeking advice from the relevant party. Such Party shall ensure, to the extent it is able to do so, that every person to whom disclosure is made pursuant to this clause 19.6:
- 19.6.1 uses such Confidential Information solely for such purposes; and
 - 19.6.2 otherwise complies with this clause 19 to the same extent as if it were a party to this Agreement.
- 19.7 Each Party shall indemnify, defend and hold harmless the other Party in respect of any and all Losses incurred or suffered by or made against any of them and whether, wholly or in part, resulting directly from any breach of this clause 19.

20 DISASTER RECOVERY AND BUSINESS CONTINUITY PLAN

- 20.1 OAS shall implement the Disaster Recovery and Business Continuity Plan immediately if the Services are not available in accordance with this Agreement and/or any Statement of Work, including if a Force Majeure Event occurs.

21 FORCE MAJEURE

- 21.1 Subject to clause 21.2, neither Party shall be liable for any Default or delay in performance of its obligations under this Agreement and/or any Statement of Work if and to the extent the Default or delay is directly caused by a Force Majeure Event.
- 21.2 A Party shall only be entitled to claim relief under clause 21.1 if and for as long as the Force Majeure Event prevails and provided that:
- 21.2.1 the non-performing Party continues to use all reasonable efforts to recommence performance whenever and to whatever extent reasonably possible without delay;
 - 21.2.2 it immediately notifies the other Party in writing to whom provision is due and describes in a reasonable level of detail the circumstances causing such delay;
 - 21.2.3 it uses all reasonable endeavours to mitigate the effects of such delay; and

21.2.4 it resumes performance of its obligations as soon as reasonably possible and notifies the other Party in writing accordingly.

21.3 Client shall not be obliged to pay any Charges in respect of the Services, in so far as OAS has been prevented from providing such Services as a result of a Force Majeure Event.

21.4 If OAS is excused from the provision of Services in accordance with this clause 20 and, as a result, the provision of any of the Services is substantially prevented, hindered, degraded or delayed for more than ten (10) consecutive Business Days, then at Client's option and without limiting any other rights Client may have under or in connection with this Agreement and/or any Statement of Work:

21.4.1 Client may procure those Services from a third party where practical under the circumstances and OAS shall (at OAS's cost) provide all reasonable assistance to Client in connection therewith; and

21.4.2 Client may remove the affected Services from the scope of this Agreement and/or any Statement of Work, in which case OAS shall not be obliged to provide such Services, Client shall not be obliged to pay for such Services and this Agreement (and/or relevant Statement(s) of Work) shall be deemed to have been amended accordingly.

22 LIMITATION OF LIABILITY

22.1 Nothing in this Agreement nor in any Statement of Work shall limit or exclude the liability of:

22.1.1 either Party for death or personal injury caused by the negligence of that Party or its officers, employees, agents, contractors or subcontractors;

22.1.2 either Party for any fraud or fraudulent misrepresentation (including that of its officers, employees, agents, contractors and/or subcontractors);

22.1.3 either Party in respect of any liability that may not lawfully be limited or excluded;

22.1.4 either Party for any breach of clause 19; or

22.1.5 either Party for any Losses arising out of a deliberate repudiatory breach by it and/or its Personnel of the provisions of this Agreement.

22.2 Subject to clauses 22.1 and 22.3, neither Party shall be liable to the other Party (whether in contract, tort including negligence or otherwise) for:

22.2.1 any indirect or consequential loss or damage suffered by the other party; and

22.2.2 any loss of profits

22.3 The provisions of clause 22.2 shall not limit the right of a Party to recover any

22.3.1 regulatory losses, fines, expenses or any other losses arising from a breach of any Regulations, provided always that such liability shall be subject to the aggregate liability cap set out in this clause 22.

22.4 Subject to clauses 22.1, 22.2 and 22.3, OAS's maximum liability to the Client in connection with a Statement of Work under this Agreement shall not exceed OAS' insurance limit.

- 22.5 Subject to clause 22.1 and 22.2 and 25.3, the maximum liability of the Client in connection with a Statement of Work under this Agreement shall not exceed the Client's insurance limit.
- 22.6 Nothing in the preceding provisions of this clause 22 or in clause 28 shall prevent either Party from seeking injunctive relief in the event of a breach by the other of clause 19.2.
- 22.7 Each Party shall indemnify, defend and hold harmless the other Party in respect of any and all Losses incurred or suffered by or made against them and whether, wholly or in part, resulting directly from any of the matters listed below, whether or not such Losses were foreseeable at the date of entering into this Agreement:
- 22.7.1 the fundamental breach and/or wilful abandonment of any or all of its obligations under this Agreement;
 - 22.7.2 the wilful misconduct, wilful default or negligence and/or the wilful misconduct, wilful default or negligence;
 - 22.7.3 any fraudulent or dishonest act or omission;
 - 22.7.4 any Claim relating to death, personal injury and/or damage to tangible property arising from an act or omission;
 - 22.7.5 any fines levied by a third party, including any Authority, arising from acts or omissions;
 - 22.7.6 any loss or degradation of data (including costs and expenses associated with the recovery and/or reconstruction of such data) to the extent such loss or degradation is caused or contributed to by an act or omission.
- 22.8 ~~All~~ liability arising under this clause, including any liability relating to loss or degradation of data, shall be subject to the aggregate liability cap set out in clauses 22.4 and 22.5.

23 INSURANCE

- 23.1 OAS shall maintain the following types of insurance policies, for the specified amounts:
- 23.1.1 in respect of its public liability arising pursuant to the performance of its obligations or liabilities under this Agreement to a minimum value of **five million pounds sterling (£5,000,000)** for any one event and unlimited in the relevant insurance period under a policy that defines personal injury and includes (as a minimum) mental anguish and emotional upset;
 - 23.1.2 in respect of employers' liability arising pursuant to the performance of its obligations or liabilities under this Agreement to a minimum value of **five million pounds sterling (£5,000,000)** for any one event and unlimited in the relevant insurance period;
 - 23.1.3 in respect of professional indemnity liability arising pursuant to the performance of its obligations or liabilities under this Agreement to a minimum value of **one million pounds sterling (£1,000,000)** for any one event and unlimited in the relevant insurance period; and
- 23.2 Within ten (10) Business Days of any request from Client, OAS shall provide Client with copies of the insurance certificates for insurance taken out by OAS in accordance with this clause 23.

24 TERMINATION

- 24.1 This Agreement (in whole or in part) and/or any Statement(s) of Work may be terminated by either Party by written notice to the other Party with immediate effect if the other Party:
- 24.1.1 commits a material breach of this Agreement (and/or the relevant Statement of Work) and fails to remedy the material breach within ten (10) Business Days of written notice.
 - 24.1.2 commits a material breach of this Agreement (and/or the relevant Statement of Work) which is not capable of being remedied. For the purposes of this clause 24.1.2, material breaches incapable of remedy includes the following:
 - 24.1.2.1 breach by either Party of any of its obligations under clause 16 or clause 19.
 - 24.1.3 commits a persistent breach of this Agreement (and/or the relevant Statement of Work).
- 24.2 Either Party shall be entitled to terminate this Agreement in whole or in part (including any existing Statements of Work) without liability to OAS:
- 24.2.1 on no less than six (6) months written notice to OAS;
 - 24.2.2 with immediate effect by written notice, if instructed to do so by an Authority;
 - 24.2.3 with immediate effect if either Party is affected by an Insolvency Event or in reasonable opinion is likely to be affected by an Insolvency Event;
 - 24.2.4 with immediate effect by written notice for breach of any Regulations; or
- 24.3 In any of the circumstances referred to in this clause 24 in which a Party may terminate this Agreement, that Party may instead terminate any part or element of the Services (including one or more Statements of Work). Any such partial termination shall lead to a reduction in the Charges as described in Schedule 2 (Charges). The other Party shall perform its obligations under clause 25 (and if applicable in relation to the terminated elements of the Services) and the provisions of this Agreement applicable on termination (with such necessary changes made in order to give the provisions their intended effect).

25 CONSEQUENCES OF TERMINATION AND EXIT

- 25.1 Subject to clause 25.2, on termination or expiry of this Agreement for whatever reason, both Parties shall cease to use all Intellectual Property Rights and Confidential Information belonging to the other Party and shall at written request (and no cost to the other Party) return , or securely destroy, all copies of such Confidential Information and Intellectual Property Rights in possession or control. On termination or expiry of this Agreement in part (including any one or more Statements of Work) for whatever reason each Party shall comply with the provisions of this clause 25.1 in relation to the part of this Agreement (or Statement(s) of Work) that is subject to such termination or expiry save to the extent that continued use of any particular Intellectual Property Rights or Confidential Information is required in respect of this Agreement or any other Statement of Work.
- 25.2 Each Party may retain Confidential Information when explicitly required to do so by a relevant Authority or to comply with any relevant Regulations.

- 25.3 Expiry or termination (for any reason) of this Agreement and/or any Statement of Work shall be without prejudice to any rights of either Party which may have accrued up to the date of such termination and rights to terminate this Agreement and/or any Statement of Work shall be in addition to every other remedy or right, now or hereafter existing, including the right to recover damages which may be available to either Party.
- 25.4 On termination or expiry of this Agreement in whole or in part (including one or more Statements of Work) by either Party for whatever reason, OAS shall provide Exit Services in respect of the affected Services in accordance with this clause 25 during the Exit Period.
- 25.5 Without prejudice to clauses 15 or 25.4, on termination or expiry of this Agreement, OAS shall promptly deliver to Client all work-in-progress currently in its possession and Client shall own such work-in-progress absolutely.
- 25.6 For clarity, if a Party elects to terminate any individual Statement of Work, then this shall not affect the operation of any other Statements of Work from time to time in force, nor this Agreement. If a Party has the right to terminate this Agreement for any reason, then, at its option, it may terminate any or all Statements of Work in force for the time being.

26 REORGANISATION

- 26.1 In the event of any Change of Control, reorganisation, divestment or acquisition by either Party during the Term and/or the Exit Period (a '**Reorganisation**'):
- 26.1.1 each Party shall provide such support as is reasonably required in relation to the Reorganisation to ensure that the Reorganisation does not have a negative effect on the Services provided by OAS;
- 26.1.2 Client shall continue to be liable for any Charges in accordance with Schedule 2 (Charges).
- 26.1.3 this Agreement (and/or any Statement of Work) or any rights or obligations under this Agreement (and/or any Statement of Work) will remain in force for the remaining duration of Services

27 ASSIGNMENT AND SUBCONTRACTING

- 27.1 Neither Party may assign, or in any way transfer, novate, or dispose of this Agreement (and/or any Statement of Work) or any rights or obligations under this Agreement (and/or any Statement of Work) without the prior written consent of the other Party.
- 27.2 OAS may subcontract to any person the performance of all or any part of its obligations under this Agreement (including a Statement of Work) without obtaining Client's prior written consent to do so. OAS shall enter into a written contract with the Sub-Contractor on terms no less onerous than those contained in this Agreement and shall provide a copy of such contract to Client if so required by Client.
- 27.3 OAS shall remain liable to Client for the fulfilment of its obligations under this Agreement and each Statement of Work and shall be wholly responsible for the acts or omissions of such Sub-Contractors, as though they were OAS's own acts or omissions.

28 DISPUTE RESOLUTION

- 28.1 The Parties shall use all reasonable endeavours to resolve any dispute arising out of or in connection with the subject matter of this Agreement and/or any Statement of Work in accordance with this clause 28. Unless otherwise agreed in writing, all discussions shall be conducted without prejudice to the rights of each of the

Parties and shall be conducted between the representatives of the Parties within five (5) Business Days, or as extended by agreement in writing between the Parties:

- 28.2 If a dispute cannot be resolved in accordance with clause 28.1, the Parties shall be obliged to refer the matter for at least one (1) mediation session in accordance with clause 28.3 and each Party shall use all reasonable endeavours to participate in good faith in the mediation session to resolve the dispute. If the first mediation session is unsuccessful, either Party may notify the other in writing that it intends to refer the dispute to a further mediation session and the other Party shall, within five (5) Business Days of receipt of such notice, acknowledge receipt of such notice and both Parties shall be obliged to refer the matter to the further mediation session in accordance with clause 28.3. If the further mediation session is unsuccessful or neither Party notifies the other in writing that it intends to refer the dispute to a further mediation session, either Party may decide to refer the dispute to the courts of England and Wales pursuant to clause 41 and shall notify the other Party of the same.
- 28.3 If a dispute is referred to mediation, the mediation shall be conducted in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure and the following shall prevail in the event of a conflict with that procedure:
- 28.3.1 the mediation shall be conducted by a single mediator who shall be appointed by agreement in writing between the Parties or, if the Parties are unable to agree on the identity of the mediator within five (5) Business Days of the date of the request that the dispute be determined by a mediator, or if the mediator appointed is unable or unwilling to act, the mediator shall be appointed by the Centre for Effective Dispute Resolution on the application of either Party;
- 28.3.2 the mediation shall be conducted in private and without prejudice to the rights of the Parties in any future proceedings; and
- 28.3.3 the mediation shall be held within five (5) Business Days of the appointment of the mediator.
- 28.4 Without prejudice to Client's right to seek redress in court, OAS shall continue to provide the Services and to perform its obligations under this Agreement and each Statement of Work, notwithstanding any dispute or the implementation of the procedures set out in clause 28.1.
- 28.5 Nothing in this clause 28 shall prevent the Parties at any time seeking redress through the courts in accordance with clause 41.

29 WAIVER

- 29.1 Any failure to exercise or any delay in exercising a right or remedy provided by this Agreement and/or any Statement of Work or at law or in equity shall not constitute a waiver of that right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of this Agreement and/or any Statement of Work shall not constitute a waiver of any other breach and shall not affect the other terms of this Agreement and/or any Statement of Work.

30 CUMULATIVE RIGHTS

- 30.1 The rights and remedies provided by this Agreement and each Statement of Work are cumulative and (except as otherwise provided in this Agreement and/or any Statement of Work) are not exclusive of and may be exercised without prejudice to any rights or remedies provided at law or in equity or otherwise. Except as expressly stated in this Agreement and/or any Statement of Work (or in law or in equity in the case of rights

and remedies provided by law or equity) any right or remedy may be exercised wholly or partially from time to time.

31 PUBLICITY

31.1 Except with the prior written consent of Client, OAS will not and shall procure that no OAS Personnel will:

31.1.1 make any press or public announcements or otherwise publicise this Agreement and/or any Statement of Work or the provision by OAS of the Services; or

31.1.2 refer to or use any business name, logo or trademarks *whether registered or not, owned by or licensed to the Client.

32 SEVERANCE

Each provision of this Agreement and each Statement of Work is severable and distinct from the others. If any provision of this Agreement and/or any Statement of Work is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions of this Agreement, nor any Statement of Work which shall remain in full force and effect. If it is held by a court or administrative body of competent jurisdiction that any provision in this Agreement and/or any Statement of Work is illegal, invalid or unenforceable, in whole or in part, 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 commercial intention of the original provision.

33 COSTS

Except as otherwise agreed or specifically provided in this Agreement and/or a Statement of Work each Party will pay the legal and other costs and expenses incurred by it in connection with the negotiation, preparation and entering into of this Agreement, all ancillary documents relating to it and any Changes.

34 NO PARTNERSHIP OR AGENCY

34.1 Each Party is an independent contractor and neither is the agent of the other and nothing in this Agreement or any Statement of Work:

34.1.1 shall be construed as establishing or implying any partnership between the Parties; and

34.1.2 shall authorise either Party without obtaining the prior written consent of the other Party to incur any expenses on behalf of the other or to commit the other in any way whatsoever including pledging or purporting to pledge its credit or otherwise to bind the other Party for any purpose whatsoever.

35 FURTHER ASSURANCE

Each Party undertakes at the request of the other Party from time to time, at its own cost, to do (and procure others to do) everything necessary to give the other the full benefit of this Agreement and each Statement of Work.

36 ENTIRE AGREEMENT & ACKNOWLEDGEMENT

- 36.1 This Agreement (including each Statement of Work) represents the entire agreement and understanding between the Parties and supersedes and extinguishes all proposals, previous agreements, understandings and negotiations between the Parties in respect of the subject matter hereof and shall apply to the exclusion of all other standard conditions of supply or purchase, whether written, oral, express or implied which either Party may purport to apply or which are endorsed upon any correspondence or documents issued by either Party irrespective of their date of communication.
- 36.2 Each of the Parties represents and agrees that in entering this Agreement and each Statement of Work it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement (or relevant Statement of Work, as the case may be, or not)) other than as expressly set out in this Agreement or relevant Statement of Work.

37 THIRD PARTY RIGHTS

- 37.1 OAS acknowledges that Client has entered into this Agreement on behalf of and for the benefit of itself.
- 37.2 A person who is not a Party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

38 NOTICES

- 38.1 All notices must be in writing and sent to the Parties' Key Personnel .as defined in Schedule 6.
- 38.2 Notices shall be deemed to have been served at the time of delivery if during business hours, or at 9 a.m. on the next Business Day if not.

39 SURVIVORSHIP

- 39.1 The expiry or termination of this Agreement for any reason shall not affect the coming into force or the continuance in force of any provision which is expressed to come into force or continue in force on or after such expiry or termination or which is required to give effect to such expiry or termination.

40 COUNTERPARTS

This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts, each of which when so executed and delivered shall be an original and which together shall constitute one instrument.

41 GOVERNING LAW

- 41.1 This Agreement, each Statement of Work and any non-contractual obligations arising out of or in connection with it and them shall be governed by and construed in accordance with English law.
- 41.2 Subject to clause 28, the Parties hereby irrevocably agree to submit to the exclusive jurisdiction of the English courts in respect of all disputes arising out of or in connection with this Agreement and each Statement of Work.

IN WITNESS WHEREOF this Agreement has been entered into on the date stated at the beginning of it.

Outsource Automation Solutions Ltd		Client
Name		
Title		
Signature		
Date		

SCHEDULE 1

SERVICES

Unless otherwise stated here, the Services will be agreed on a case-by-case basis and specified in each Statement of Work.

SCHEDULE 2

CHARGES

Unless otherwise stated here, the charges will be agreed on a case-by-case basis and specified in each Statement of Work.

SCHEDULE 3

SERVICE LEVELS

Unless otherwise stated here, the Service Levels will be agreed on a case-by-case basis and specified in each Statement of Work, where applicable.

SCHEDULE 4

GOVERNANCE AND MANAGEMENT

Unless otherwise stated here, the Governance and Management will be agreed on a case-by-case basis and specified in each Statement of Work.

SCHEDULE 5

INFORMATION SECURITY

Subject to any additional requirements stated here, OAS will maintain the following certifications for the duration of this Agreement:

- 1.1 ISO/IEC 27001
- 1.2 Cyber Essentials Plus

SCHEDULE 6

OAS KEY PERSONNEL

Supplier Representative 1	
Name	Jason Burrage
Email	Jason.Burrage@globaloas.com
Contact Number	+44 (0)7956-299258

Supplier Representative 2	
Name	Pete Marshall
Email	Pete.Marshall@globaloas.com
Contact Number	+44 (0)7769-349581

CLIENT KEY PERSONNEL

Client Representative 1	
Name	
Email	
Contact Number	

Client Representative 2	
Name	
Email	
Contact Number	