31G Staff Augmentation Services Agreement

for NAME OF CUSTOMER / PROJECT

COPYRIGHT © 31GREEN LIMITED

This Agreement for Staff Augmentation Services (the **"Agreement"** or **"Contract"**) states the terms and conditions that govern the contractual agreement between 31 Green Limited ("31Green"), a company organised and existing under English law, registered under number 14019513, having its registered office at Unit 9 Twelve O'Clock Court, 21 Attercliffe Road, Sheffield, England, S4 7WW (**"31G"**), and [Enter Customer Company Name] a company organised and existing under English law, registered under number [Enter Company Number], having its registered office at [Enter Customer Full Address] (the **"Customer"**) who agrees to be bound by this Agreement.

WHEREAS, the Customer desires to utilise the services of 31G for Staff Augmentation Services, as the need arises and;

WHEREAS 31G is engaged in the business of providing selected professional and other services to its clients to meet their specific requirements, and possesses the necessary skills, experience and personnel to provide services under this Agreement, and;

WHEREAS 31G is willing and prepared to furnish its services pursuant to this Agreement;

NOW, THEREFORE in consideration of the mutual promises contained herein, the Customer and 31G (individually, each a **"Party"** and collectively, the **"Parties"**) agree as follows:

1. Definitions and interpretations

The definitions and rules of interpretation set out in Appendix A apply in this Contract.

2. Scope of Work

31G Staff Augmentation Services (hereafter referred to as "Services") between 31G and the Customer will provide personnel resource(s) during the Service Period as defined in section 8 in this Agreement. During the Service Period the Customer can request Services through 31G's nominated Resource Specialist on a time and material basis.

The Customer will identify and request resource(s) from 31's nominated Resource Specialist. 31G will identify the appropriate skilled resource(s) to fulfil such request which will be detailed in a Resource Request Form (RRF) as described in section 12.3 and 12.4. Both Parties must approve the RRF. Each such approved RRF is incorporated in and made a part of this Agreement. The parties consent to the use of electronic means to send, receive, and approve an RRF, and such communications are acceptable as a signed writing. An identification code (called a "user ID") contained in an electronic document is sufficient

COPYRIGHT © 31GREEN LIMITED

to verify the sender's identity and the document's authenticity.

3. Facilities and Hours of Coverage

1. Services will be performed at your facilities or remotely. 31G may use subcontractors in the performance of this Service.
2. 31G will provide the Services during normal business hours, 9am to 5pm, Monday through Friday in your time zone, except statutory holidays, unless otherwise specified. In some cases, you will provide access to your locations/systems outside normal business hours, as mutually agreed between you and 31G. 31G will aim to provide back-up coverage while assigned resources are off for vacation/ holidays/other reasons, but this is not guaranteed.
3. Resource(s) assigned to this project are full time and as such are expected to work a minimum of eight (8) hours per assigned individual, unless mutually agreed. 31G will invoice the Customer no less than eight (8) billing hours per week, exclusive of scheduled vacation time, sick time, statutory holidays and scheduled partial weeks. A partial week is defined as a mid-week project start/end date.

4. Resource Specialist

1. **31G's Responsibilities**

   31G will provide a nominated Resource Specialist who will be 31G's focal point during performance of the Services. 31G's Resource Specialist will have the authority to act on behalf of 31G in all matters regarding this Agreement.

   The Resource Specialist will:

   a. provided coverage: 9am to 5pm GMT, Monday to Friday;
   b. be accessible via telephone and/or email;
   c. be the contact for Customer communications who require assistance with the resolution of problems, and Service requests;
   d. issue and manage the RRF process;
   e. receive authorised requests for resource(s) from your authorised personnel as defined in Appendix B – Authorized Personnel;
   f. coordinate 31G resources; and
   g. work with the Customer Project Manager to address pending issues.

2. **Out of Scope**

   a. 31G is not responsible for project management (i.e. work will be at the Customer's direction);
   b. 31G provides Services solely at the Customer's direction;

COPYRIGHT © 31GREEN LIMITED

c. 31G is only responsible to provide a skilled resource available for Customer use on Customer projects; and
d. There will be no contractually defined and identified Materials.

3. **Services Coordination**

The Resource Specialist will be 31G's focal point during performance of the Services. The Resource Specialist will:

a. establish and maintain project communications with the Customer's nominated representative;
b. work with the Customer's nominated representative to address pending issues;
c. administer the Project Change Control Procedure as defined in Appendix D;
d. review the Agreement and the contractual responsibilities of both parties;
e. review the 31G standard invoice format and billing procedure to be used on the project; and
f. prepare and submit status reports to the Customer, where required.

5. Customer Responsibilities

Successful completion depends on the full commitment and participation of the Customer's nominated representative and related personnel. The responsibilities listed in this section are to be provided at no charge to 31G. 31G's performance is predicated upon the following responsibilities being managed and fulfilled by the Customer.

Delays in performance of these responsibilities may result in additional cost or delay of the completion of the Services.

1. **Customer's nominated representative**

Prior to the start of the Services, the Customer will designate a person to serve as the Customer's nominated representative who will be the focal point for 31G's communications and will have the authority to act on behalf of the Customer in all matters. The Customer's nominated representative's responsibilities include the following:

a. serve as the interface between 31G and all your departments participating in the project;
b. create and maintain the list of Authorised Personnel as outlined in Appendix B;
c. provided an approved RRF to 31G;
d. provide, in a timely manner, applicable information, data, consents, decisions, time sheets and approvals required by 31G;
e. provide overall work direction and management including responsibility for assigning and directing work to 31G resources;
f. administer the Project Change Request process with 31G;

COPYRIGHT © 31GREEN LIMITED

g. resolve deviations from the estimated schedule in conjunction with 31G;
h. help resolve project issues and escalate issues within the Customer‘s organisation, as necessary;
i. verify that all Customer responsibilities assigned to the Customer are performed according to the agreed upon schedule;
j. facilitate access to the existing Customer applications and technical infrastructure;
k. authorize tasks that impact resource utilisation in a timely manner; and
l. review with 31G invoice or billing requirements.

2. Your General Responsibilities

You will:

a. take all reasonable precautions and implement all related procedures for the purpose of providing the Services described herein from access by unauthorised personnel when requesting a resource(s) from 31G;
b. provide the tools and infrastructure to 31G resource(s) during the performance of these Services;
c. make appropriate personnel available to assist 31G in the performance of 31G’s responsibilities;
d. obtain all authorisations for us and our subcontractors to access, use and modify non-31G products or information, necessary for us to fulfil our obligations under this Agreement, without violating any third party rights. For greater certainty, we are relieved of any obligations adversely affected by your failure to do this;
e. provide suitable office space, supplies, furniture, high speed connectivity to the Internet, and other facilities for 31G’s personnel while working on your premises or equivalent remote access as required;
f. ensure that current maintenance and license agreements are in place with applicable vendors for those products and services upon which 31G is relying to provide the Services described herein;
g. be responsible for the content of any database, the selection and implementation of controls on its access and use, backup and recovery and the security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorised personnel; and
h. be responsible for the identification and interpretation of any applicable laws, regulations, and statutes that affect your existing application systems or programs that 31G will have access to during the Services. It is your responsibility to assure that the systems and programs meet the requirements of those laws, regulations and statutes.

COPYRIGHT © 31GREEN LIMITED

6. Service Level Objectives

The Service Level Objectives ("SLOs") establish non-binding objectives for the portions of the Services under 31G's control. 31G will strive to achieve the SLOs using commercially reasonable best efforts.
The following are the SLO objectives:
Upon the Customer's request, 31G will provide resource CVs/descriptions to the Customer within forty-eight
(48) hours.

7. Deliverables

31G will not be using any 31G or 31G suppliers' works that pre-exist or were developed outside of this Agreement in delivery of any of the Services. There will be no development of Deliverables and/or Materials under this Agreement or any subsequent RRF. Deliverables and/or Materials are not within the scope of this Agreement or any subsequent RRF, and 31G will not be providing you with any Deliverables and/or Materials under same. In the event that there is development of Deliverables and/or Materials, the parties agree that they will enter into a separate agreement under different terms and conditions.

There is no assignment or license of any intellectual property rights under this Agreement or any subsequent RRF; each party shall retain ownership in its own works.

8. Service Period

The Services will be performed consistent with the estimated schedule below. 31G and you agree to make reasonable efforts to carry out our respective responsibilities in order to achieve the following schedule.

The Services in this Agreement will be provided for a period of twelve (12) months.
Estimated Start Date: [DD MMM YYYY]
Estimated End Date: [DD MMM YYYY]
(the "Service Period")

If the Agreement signature date is beyond the Estimated Start Date, the Estimated Start Date will automatically be extended to the date of the last signature on this Agreement. The Estimated End Date will automatically be extended by the same number of days.

9. Completion Criteria

31G will have fulfilled its obligations when one of the following first occurs:

COPYRIGHT © 31GREEN LIMITED

1. 31G expends the value of the estimated charges set forth in the “Charges” section of this Agreement, or in any subsequent change authorisation; or
2. expiration of the Service Period as described above; or
3. Customer or 31G terminates the project in accordance with the provisions of this Agreement.

10. Charges

The Services will be provided on a time and materials basis.
31G will provide Services as set forth in Appendix C – Resource Pricing Table, at the Customer’s request to the extent that resources are available.
The rates contained in Appendix C – Resource Pricing Table are for Staff Augmentation Services only under this Agreement and are not applicable to other Projects between 31G and the Customer.
31G will provide Services as set forth in Appendix C – Resource Pricing Table at the Customer’s request to the extent that resources are available.
The estimated charge for Services under this Agreement is £0.00 + VAT, refer to Appendix C for details..
This estimate can be used for budgetary purposes. The actual charges may differ. The Customer shall not be obligated to expend any or all of the aforementioned estimated charge. Any Services provided outside normal business hours and days will be priced separately and agreed to in a Project Change Request prior to the performance of Service outside normal business hours.
Should the Customer become dissatisfied with the performance of any of the personnel that 31G assigns to perform Services for the Customer, the Customer may notify 31G with details of the unsatisfactory performance and 31G will cooperate with the Customer to remedy the problem as soon as reasonably practicable.
As the rates are duration based, if you choose to terminate the Services for a resource, prior to the end of the requested Service Period in the RRF;
The Customer will:

1. be responsible for, and will pay, the increased rate as defined in Appendix C – Resource Pricing Table until the end of the Service period; and/or
2. for an alternate resource, be responsible for the rate defined in Appendix C – Resource Pricing Table until the end of the Service period.
3. agree to pay 31G for actual hours expended and any travel and living expenses (incurred by 31G) through the termination of the Services. You will be charged only for the actual hours 31G expends in performing the Services. You are also responsible for all actual and reasonable travel and living expenses incurred by 31G’s personnel during the performance of the Services.

Our Services hereunder do not include the following:

1. voicemail, email and electronic exchange through 31G’s network;
2. standard network connectivity;
3. all telephone support and internet service provider (ISP) charges for normal or after hour support;

COPYRIGHT © 31GREEN LIMITED

4. hardware, and software required to provide the Services;
5. desk space, standard 31G desktop PC issue with standard 31G software, standard technology training, and administrative support;
6. mobile phone and laptops costs;
7. data connectivity for the provision of remote support; and
8. long distance phone charges to the Customer's location.

You will be invoiced monthly in arrears for hours expended and expenses incurred. Invoices are due upon receipt of our invoices and payable as we specify in the invoice. Late payment fees may apply.
You agree to pay by electronic funds transfer (to an account specified by 31G) or other means acceptable to 31G.

11. Termination

1. Either Party may terminate this Contract immediately by notice in writing, if the other Party is in material breach of this Contract and fails to remedy the breach (if capable of remedy) within thirty (30) days of written notice of the breach being given by the terminating Party.
    a. In case of contract termination - data will be retained for 1 months unless the Parties agree specific terms and conditions. After 1 month data will be deleted.

2. 31G may terminate this Contract immediately by notice in writing, if:
    a. the Customer is Insolvent; or
    b. the Customer fails to pay any amount due under this Contract on the due date for payment and remains in default not less than fourteen (14) days after being notified to make such payment; or
    c. the Customer dispute or challenge the validity of any of 31G's rights in relation to the Services/Software or its content; or
    d. a period of suspension lasts for longer than one month.

3. Termination or expiry of this Contract for any reason shall be without prejudice to any right or remedy of either Party which may have accrued prior to such termination or expiry.

4. On expiry or termination of this Contract for any reason the 31G shall discontinue all use of and access to the Customer's systems.

5. For the avoidance of doubt, upon expiry or termination of this Contract, 31G shall continue to be entitled to receive, and the Customer shall continue to pay, the Contract Price/Services Fee and Expenses in respect of any Services provided up to and including the date of termination or expiry (including all Expenses falling due for payment up to the date of expiry or termination and all

COPYRIGHT © 31GREEN LIMITED

Expenses falling due for payment after the date of expiry or termination which arise from non-cancellable commitments).

6. Any provision of this Contract which is either expressed or by implication is intended to survive termination or expiry of this Contract shall do so.

7. In each RRF you agree to pay 31G's charges for Services performed and pre-approved expenses in each RRF up to the date the Agreement or RRF is terminated.

12. General Provisions (Other Terms and Conditions)

1. **Changes**
   Changes to this Agreement will be processed in accordance with the procedure described in Appendix D Project Change Control Procedure. Both parties will review the proposed change and recommend it for further investigation or rejection. The investigation and the implementation of changes may result in modifications to the Service Period, Charges, and other terms of this Agreement. A written PCR signed by an authorised representative of each party is required to implement any changes.

2. **Required Consents**
   You are responsible for promptly obtaining and providing to 31G all Required Consents necessary for 31G to provide the Services. A Required Consent means any consents or approvals required to give 31G and its subcontractors the right or license to access, use and/or modify (including creating derivative works) the hardware, software, firmware and other products you use, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.
   You will indemnify, defend and hold 31G, its subcontractors and majority-owned subsidiaries, harmless from and against any and all claims, losses, liabilities and damages (including reasonable legal counsel fees and costs) arising from or in connection with any claims (including patent and copyright infringement) made against 31G, alleged to have occurred as a result of your failure to provide any Required Consents. 31G will be relieved of the performance of any obligations that may be affected by your failure to provide promptly any Required Consents to 31G.
3. **Resource Request Form Procedure**
   The following processes will be followed to request resources:
   a. The Customer will complete the RRF template in Appendix E and submit to the 31G Resource Specialist for review;

COPYRIGHT © 31GREEN LIMITED

b. 31G Resource Specialist will review the RRF with the Customer and confirm the scope and type of resources required within one (1) business days; and
c. The Customer will confirm their acceptance of the scope and type of resources within an additional three (3) business days.

4. **Resource Hiring**

You agree that during and for one year following completion of this Agreement, you will not hire or solicit for employment any of the personnel assigned under this Agreement.

5. **Resource Change Request Procedure**

The following process will be followed if a change to any Resource Request Form is required:

a. A Resource Request Form (RRF) will be the vehicle for communicating change (i.e. reference Appendix E). The RRF must reference the relevant Form, describe the change and the rationale for the change;
b. The 31G Resource Specialist will review the proposed change and recommend it or reject it; and
c. An RRF must be signed by an authorised representative from both parties to authorise implementation of the change. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the RRF.

6. Confidentiality

a. Each Party shall, and shall use all reasonable endeavours to ensure that any person employed or engaged by that Party shall:
    i. keep the other Party's Confidential Information confidential; and
    ii. use the other Party's Confidential Information only for the purposes of the performance of obligations under this Agreement.
b. Each Party shall restrict access to the other Party's Confidential Information to those persons employed or engaged by that Party, or to professional advisers, who need to know the Confidential Information in connection with the performance of obligations under this Agreement.

c. The provisions of Clauses 12.6 a and 12.6 b shall not apply to any information which:
    i. is or becomes public knowledge other than by breach of this Clause 12.6; or
    ii. is in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party; or
    iii. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or

COPYRIGHT © 31GREEN LIMITED

iv. is independently developed without access to the other Party's Confidential Information; or

v. is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction.

7. **Intellectual Property**

Unless otherwise agreed in writing, all intellectual property rights in materials created by 31G Personnel while performing the Services will vest in the Customer on their creation.

8. Indemnification

31G agrees to indemnify, defend, and protect the Customer from and against all lawsuits and costs of every kind pertaining to the Service including reasonable legal fees due to 31G's infringement of the intellectual rights of any third party.

a. Each Party accepts unlimited liability to the other for:
   - **i.** death or personal injury caused by the negligence of that Party;
   - **ii.** fraud committed by or on behalf of that Party; and
   - **iii.** any other liability which may not be limited or excluded under any applicable law.

b. Subject to Clause 12.8 a, 31G shall not be liable to the Customer for (a) any indirect or consequential loss or (b) any loss of income, use, profits, business, contracts, revenues or anticipated savings whether arising from tort (including, without limitation, negligence or breach of statutory duty), breach of contract or otherwise.

c. Subject to Clause 12.8 a, and without prejudice to Clause 12.8 b, 31G's total aggregate liability to the Customer whether in contract, indemnity, tort (including, without limitation, negligence or breach of statutory duty) or howsoever otherwise arising or caused in connection with the Services or this Contract generally.

d. 31G shall not be in breach of this Contract to the extent that any neglect, default, act or omission of the Customer, or any agent, staff or subcontractor of the Customer (including, without limitation, a failure to perform the Customer Tasks) results in a breach of 31G's obligations under this Contract.

e. The Customer shall indemnify 31G against all any loss, damages, costs, expenses (including legal costs and expenses), claims or proceedings which it may suffer or sustain as a result of the Customer Data or the acts, omissions or defaults of the Customer, except to the extent that such loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings have been caused by any negligent act or omission by 31G.

9. General Terms and Conditions

COPYRIGHT © 31GREEN LIMITED

a. Save as required by law and/or the requirements of any relevant stock exchange, neither Party shall release any publicity relating to any matter in connection with this Contract without the prior written consent of the other Party.
b. Nothing in this Contract shall be construed as establishing or implying a partnership or joint venture between the Parties or shall be deemed to constitute either Party as the agent of the other or allow either Party to hold itself out as acting on behalf of the other.
c. This Contract supersedes all previous understandings and negotiations in respect of the Parties' obligations as provided in this Contract Each of the Parties acknowledges and agrees that, in entering into this Contract, it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to this Contract or not) other than as expressly set out in this Contract, save for any Customer Tasks that have been notified to the Customer by 31G.
d. All representations (save in respect of fraudulent misrepresentation), warranties, conditions and other terms whether implied by statute or otherwise which are not expressly included in this Contract and which might otherwise relate to the Services are hereby excluded to the extent permitted by law.
e. The delay or failure by a Party to insist upon the strict performance of any provision, term or condition of this Contract or to exercise any right or remedy consequent upon the breach thereof shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.
f. If any provision of this Contract is agreed or held to be invalid or unenforceable, such provision shall not have the effect of invalidating or rendering unenforceable the remainder of this Contract and the Parties agree that they shall immediately commence in good faith negotiations to vary the terms of this Contract in order to remedy such invalidity or unenforceability.
g. The Customer shall not assign, novate, transfer or sub-contract the whole or any part of this Contract, or any of its rights or obligations under it, or grant any sub-licence, without the prior written consent of 31G.
h. The Parties' respective rights and obligations under this Contract shall continue for the benefit of, and shall be binding on their respective successor and assigns.
i. A person who is not a Party to this Contract shall have no right pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. A person who is not a Party to this Contract shall not be entitled to object to, or be required to consent to, any variation to this Contract.

COPYRIGHT © 31GREEN LIMITED

j. This Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one contract.

13. Data Protection

1. On 25 May 2018, the General Data Protection Regulation ("**GDPR**") became effective in the UK. Each Party shall comply with the Act 2018 and the General Data Protection Legislation:
    a. to maintain technical and organisational security measures sufficient to comply at least with the obligations imposed by the Data Protection Act 2018 and the General Data Protection Legislation.
    b. only to process (as defined in the 2018 Act) for and on behalf of the other Party, in accordance with the other Party's instructions and for the purposes of this Contract and to ensure compliance with the 2018 Act; and
    c. to allow the other Party to audit the other Party's compliance with requirements of this Clause 13.1 on reasonable notice and/or to provide the other Party with evidence of its compliance with the obligations set out in this Clause 13.1.

2. The Parties agree to use all reasonable efforts to assist each other to comply with the 2018 Act. In particular, this includes each Party providing the other Party with reasonable assistance in complying with subject access requests under the 2018 Act in relation to data processed under this contract.

3. "**Personal data**", "**process**", "**data controller**", "**data subject**", and "**data processor**" shall have the meaning set out in the GDPR or any replacement legislation (together with all other applicable data protection laws being the "**DP Laws**").

4. Each Party will comply with its obligations under the DP Laws. Where 31G processes any data of which the Customer or a third party is the data processor (under or in connection with this Contract), 31G and the data processor shall set out in writing in advance the details of the nature and purposes of the processing, the data subjects and type of data involved, and the duration of such processing and:
    a. The Customer shall ensure at all times that: (a) there is a legal basis for 31G's processing under this Contract; and (b) Customer is entitled to transfer, provide and/or make available the data, so that 31G may lawfully use, process and transfer the data in accordance with this Contract; and

COPYRIGHT © 31GREEN LIMITED

b. 31G will: (a) only process the data on Customer's lawful documented instructions, including with regard to transfers of data to a third country or an international organisation (and Customer shall notify 31G if any instructions are unlawful); (b) ensure 31G's personnel have committed to confidentiality obligations; (c) shall not engage another processor without Customer's prior authorisation (and ensuring equivalent obligations to this clause are included); (d) at Customer's cost: (1) take all measures required pursuant to Article 32 of the GDPR; (2) assist Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer's legal obligations to respond to data subject's requests; (3) assist Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to 31G; (4) at Customer's choice (and where lawful), delete or return all the data and copies of it to Customer; and (5) make available to Customer all information necessary to demonstrate compliance with the obligations laid down in this Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Customer or its auditors; (e) notify the Customer without undue delay after becoming aware of a data breach; and (f) not transfer the data outside of the EEA without Customer's prior written consent.

5. The Customer acknowledges and agrees that 31G shall be entitled to: (a) collect, access, modify, distribute, audit, reproduce, delete or remove any Customer Data, and non-identifying and/or anonymised information relating to the Customer and/or the use of the Customer's systems to the extent necessary to: (i) protect the Customer; (ii) provide, protect, and improve 31G's products and services; (iii) provide statistical analysis; (iv) protect the integrity of any data held by 31G; and/or (v) comply with the terms relevant to the Third Party Services; and (v) comply with this Contract and/or any applicable laws or regulations; (b) disclose such data and information if required by law, to enforce this Contract, or to protect 31G's rights or those of 31G's customers; (c)allow access to the Customer Data as strictly required by any third party providing Third Party Service.

14. Force Majeure

1. If either Party is prevented, hindered or delayed from or in performing any of its obligations under this Contract (other than an obligation to make payment) by a Force Majeure Event:
    a. that Party's obligations under this Contract shall be suspended for so long as the Force Majeure Event continues and to the extent that the Party is so prevented, hindered or delayed;
    b. that Party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event upon the performance of its obligations under this Contract; and

COPYRIGHT © 31GREEN LIMITED

c. as soon as reasonably possible after the cessation of the Force Majeure Event that Party shall notify the other Party in writing of the cessation of the Force Majeure Event and shall resume performance of its obligations under this Contract.

15. Dispute Resolution

1. If a dispute arises between the Parties in relation to any matter arising out of or in connection with this Contract which cannot be resolved by their authorised officers within ten (10) Business Days of the dispute arising, the Parties shall arrange for more senior representatives to meet solely in order to resolve the matter in dispute.

2. If the meeting referred to in Clause 15.1 does not resolve the matter in question within twenty (20) Business Days of the matter being referred to the more senior representatives, the Parties shall attempt to settle it by mediation in accordance with Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure. To initiate a mediation, either Party may give notice in writing ("**Mediation Notice**") to the other requesting mediation of the dispute and shall send a copy thereof to CEDR asking CEDR to nominate a mediator. The mediation shall commence within 28 days of the Mediation Notice being served. Neither Party will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one (1) hour or one Party has failed to participate in the mediation process. Neither Party will commence legal proceedings against the other until thirty (30) days after such mediation of the dispute in question has failed to resolve the dispute. The Parties shall co-operate with any person appointed as mediator, providing him/her with such information and other assistance as he/she shall require and will pay the mediator's costs, as the mediator shall determine or in the absence of such determination such costs shall be shared equally.

3. Nothing in this Contract shall prevent either Party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that Party or that relates to the safety of patients and other service users or the security of Confidential Information, pending resolution of the relevant dispute in accordance with the process set out in this Clause 15.

16. Notices

Any notice to be given under the Contract shall either be delivered personally or sent by first class recorded delivery post. The address for service of each Party shall be its address as set out above or such other address as either Party may previously have notified to the other Party in writing. A notice shall be deemed to have been served:

a. if personally delivered, at the time of delivery;

COPYRIGHT © 31GREEN LIMITED

b. if posted, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities

and, in proving such service it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority as prepaid first class recorded delivery (as appropriate).

17. Applicable law

This Staff Augmentation Services Agreement and the interpretation of its terms shall be governed by and construed in accordance with English law. The Parties submit to the exclusive jurisdiction of the English courts and agree that this Agreement is to be governed and construed according to English law.

18. Agreement signatures

In entering into this Agreement, you are not relying upon any representation made by or on behalf of 31G that is not specified in the Agreement, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under this Agreement.

This Agreement or any equivalent agreement in effect between us and any other applicable RRF's, Attachments, Amendments and Transaction Documents make up the entire agreement between both of us regarding Services described in this Agreement. These replace all previous agreements and other communications between both of us regarding these Services.

IN WITNESS WHEREOF the Parties or their duly authorised representatives have signed this Agreement	
Signed for and on behalf of 31 GREEN LTD by: Signed: Name: Position: Date:	**Signed for and on behalf of the Customer by:** Signed..... Name..... Position..... Date.....

Appendix A

COPYRIGHT © 31GREEN LIMITED

Definitions and Interpretation

1. In this Contract unless the context otherwise requires the following words and expressions shall have the following meanings:

Contract means this Contract between the Parties including the Schedules;

31G Background means all documents (including any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form), software, tools, data, information and materials provided by 31G relating to the Services which existed prior to the Commencement Date;

Business Day means any day other than Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday in England and Wales;

Commencement Date means the date of this Contract;

Confidential Information means any and all information, data and material of any nature which one Party may receive or obtain from the other in whatever form in connection with the operation of this Contract or otherwise relating in any way to the business, operations and activities of that Party, its employees, consultants, patients, agents and/or any other person with whom that Party has dealings;

Contract Price means the price payable by the Customer in respect of the provision of the Software and/or Services, as set out in Appendix C, including the Services Fee and any fees for further support that may be incurred in accordance with this Contract;

Customer Background means all documents (including any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form), information and materials owned by the Customer which existed prior to the Commencement Date but, for the avoidance of doubt, excludes 31G Background;

Customer Data means all data that is provided or made available by or on behalf of the Customer to 31G (and which forms part of the Customer Background);

Customer Tasks means the tasks specified by 31G in writing, notified to the Customer;

Expenses means the expenses payable by the Customer in respect of the provision of the Software and/or Services as set out Appendix C, paragraph 2;

Force Majeure Event means any event beyond the reasonable control of the Party claiming to be subject to the Force Majeure Event including, without limitation, strikes, lock-outs, labour or industrial disputes, acts of God, pandemic, war, riot, civil commotion, terrorism, malicious damage, suspension or termination of the Third Party Services, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm;

Insolvent means the occurrence of any of the following events in respect the Customer:

COPYRIGHT © 31GREEN LIMITED

a) a shareholders' meeting is convened for the purpose of considering a resolution that the Customer be wound up or a resolution for its winding up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
b) the Customer is, or is deemed for the purposes of any law to be, unable to pay its debts or insolvent;
c) the Customer admits its inability to pay its debts as they fall due or suspends making payments on any of its debts or announces an intention to do so;
d) by reason of actual or anticipated financial difficulties, the Customer commences negotiations with creditors generally with a view to rescheduling any of its indebtedness, or a moratorium is declared in respect of any of the Customer's indebtedness;
e) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Customer;
f) a composition, assignment or arrangement with any creditor of any member of the Customer;
g) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer (in each case, whether out of court or otherwise) in respect of the Customer or any of its assets;
h) a resolution of the Customer or its directors is passed to petition or apply for the Customer's winding up or administration;
i) the Customer's directors giving written notice of their intention to appoint a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, or administrator (whether out of court or otherwise);
j) if the Customer suffers any event analogous to the events set out in (a) to (i) of this definition in any jurisdiction in which it is incorporated or resident;

Intellectual Property Rights means patents, trademarks, service marks, trade names, copyright, rights in databases, rights in designs, know-how and all and any rights of a like nature and any applications for protection of any of these rights;

Party means 31G or the Customer as appropriate and Parties means both 31G and the Customer;

Renewal Fee means the fee set out in Appendix C, Paragraph 3;

Services means the services to be provided by 31G, as detailed in Appendix E;

Services Fee means the fee set out in Appendix C;

Service Period means the time period over which the services are agreed to be delivered.

Staff Augmentation means use of 31G's employees to supplement a Customer's personnel, and who typically perform services under the direction and supervision of the Customer, primarily at either a 31G, Customer, or virtual location.

Territory means England and Wales.

2. References to any statute or order shall include any statutory extension, modification or re enactment, and any order, regulation, bye law or other subordinate legislation.

COPYRIGHT © 31GREEN LIMITED

3. References to any legal entity shall include anybody that takes over responsibility for the functions of such entity.

4. References to a "Clause" or "Schedule" are to Clauses or Schedules of this Contract; and references in this Contract to "Paragraphs" are Paragraphs of the relevant Schedule.

5. References to a day or to the calculation of time frames are references to a calendar day unless expressly specified as a Business Day.

6. The headings are for convenience only and shall not affect the interpretation of this Contract.

7. Words denoting the singular shall include the plural and vice versa.

8. Where a term of this Contract provides for a list of one or more items following the word "including" or "includes" then such list is not to be interpreted as an exhaustive list. Any such list shall not be treated as excluding any item that might have been included in such list having regard to the context of the contractual term in question. General words are not to be given a restrictive meaning where they are followed by examples intended to be included within the general words

COPYRIGHT © 31GREEN LIMITED

Appendix B

Authorised Personnel

The following Customer personnel have the authorisation to provide requests for resources under this Agreement:

Authorised Personnel Table Effective Date: _____

Authorised Personnel Name	Role/Title	Email Address	Telephone number

COPYRIGHT © 31GREEN LIMITED

Appendix C

Resource Pricing Table

31G will provide the Services specified in this Appendix using the following resources. The charges for the Services are at the rates specified and are part of the total estimated charges of the Agreement. Rates are based on 8hrs/day and costs are inclusive of local taxes and oncosts, exclusive of VAT.

COPYRIGHT © 31GREEN LIMITED

Appendix D

Project Procedures

Project Change Control Procedure

The following process will be followed if a change to this Agreement is required.

1. A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the Services.
2. The requesting party will review the proposed change and determine whether to submit the request to the other party.
3. Both parties will review the proposed change and recommend it for further investigation or reject it.
4. A written Change Authorization and/or PCR must be signed by authorised representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the Agreement.

COPYRIGHT © 31GREEN LIMITED

Appendix E

Resource Request Form (RRF)

Date raised: [DD/MM/YYYY]	**Raised by:** [name]	**RRF Number: [company]-001**
New RRF or Change RRF: New RRF		
Project/Requirement Name: Resource Augmentation for [COMPANY] **Skill Classification:**		
Change Rationale/Summary: 31G will provide the following staff resources to [COMPANY] for an initial period of [12 months]. Any additional resources that may be required subsequent to this agreement will require an additional Change RRF to be completed, and any Change RRF will be appended to this Agreement. 1. X 2. X 3. X **Estimated cost based on above resource requirements: £0.00 pa + VAT** **Description of Activities/Responsibilities:** The Customer will provide day-to-day direction to the above listed resources as per the Customer's requirements. **Estimated Start/End Dates:** [DD/MM/YYYY] **Work Location:** Remote **Onsite/Offsite or Shared:** Offsite **Customer Sponsor(s):** *To be completed by 31G* By signing below, each of us agrees to the specific work items as specified in this RRF. The Agreement between us dated [DD/MMM/YYYY] and this RRF [and any other relevant RRF's to be specifically identified here] make the entire agreement between us regarding the Services described in this RRF. Except as otherwise provided in this RRF, all terms of your 31G Agreement remain in full force and effect.		
NAME o/b 31 GREEN LIMITED	**Signed:** **Date:**	
NAME o/b [COMPANY LIMITED]	**Signed:** **Date:**	

COPYRIGHT © 31GREEN LIMITED