



This Framework Agreement is made on _____ [2026]

Between:

- (1) CereCore International LLP, whose principal office is at 2 Cavendish Square, London, United Kingdom, W1G 0PU, registered in United Kingdom, with company number OC445550 ("**CereCore**"); and
- (2) [Company name], whose principal office is at [ADDRESS], registered in [COUNTRY] with company number [NUMBER] (the "**Client**")

each a "**Party**" and together the "**Parties**".

WHEREAS:

- (A) The Client wishes to acquire certain Services from CereCore from time to time.
- (B) The purpose of this Framework Agreement is to set out the terms under which CereCore will contract with the Client to provide certain Services, and in respect of which the Parties shall enter into a Statement of Work or Statements of Work each of which shall incorporate the terms of this Framework Agreement.
- (C) Each Statement of Work that is entered into by the Parties shall form a separate and independent contract between the Parties.

1. **Definitions and Interpretation**

- 1.1 For the purposes of this Framework Agreement, the following words or expressions shall have the following meaning:
 - 1.1.1 "**Acceptance Certificate**" means an acceptance certificate issued by the Client in accordance with clause 13.2;
 - 1.1.2 "**Acceptance Criteria**" means the acceptance criteria as set out in any Statement of Work;
 - 1.1.3 "**Acceptance Tests**" means the acceptance tests set out in any Statement of Work;
 - 1.1.4 "**Affiliate**" means, with respect to an entity, any legal entity which directly or indirectly Controls, is Controlled by, or which Controls, or which is under common Control with (whether through one or more intermediate parent entities) such Party from time to time;
 - 1.1.5 "**Business Day**" means a day that is not a Saturday, Sunday or public or bank holiday in England;
 - 1.1.6 "**CereCore Materials**" means (i) any Pre-Existing Materials and any materials, content, or information owned or otherwise controlled by CereCore or its Affiliates and furnished by or on behalf of CereCore or its Affiliates pursuant to this Framework Agreement and/or any Statement of Work; (ii) any adaptation, derivative work, or other modification of any of the information and materials described above; and (iii) all Intellectual Property Rights associated therewith. For the avoidance of doubt, CereCore Materials do not include Client Materials;
 - 1.1.7 "**Change of Control**" means the following, in a single or related series of transactions: (i) the consolidation or merger of a Party with or into any entity (other than the consolidation or merger of a Party with an Affiliate of such Party in which such Party is the surviving entity of such consolidation or merger); (ii) the sale, transfer or other disposition of all or substantially all of the assets of a Party; or (iii) the acquisition by any entity, or group of entities acting in concert, of beneficial ownership of fifty percent (50%) or more of the outstanding voting securities or other ownership interests of a Party;
 - 1.1.8 "**Client Materials**" means any and all Client data and information provided or made available to CereCore by or on behalf of the Client in connection with the Services;

- 1.1.9 **"Commencement Date"** means the date on the first page of this Framework Agreement;
- 1.1.10 **"Confidential Information"** means this Framework Agreement, all Statements of Work and all knowledge, information, documents and/or materials of a Party and/or its Affiliates which is clearly marked or identified as confidential or which would reasonably be understood by the receiving party to be confidential (whether written, oral in electronic form or in any other media) that is disclosed by one Party (or one of the Party's representatives) to the other Party or any of the other Party's representatives, concerning the business, assets, affairs, customers, clients or suppliers of the other Party, except as permitted by clause 11;
- 1.1.11 **"Contract Year"** means the period of twelve (12) calendar months starting on the Commencement Date and each successive period of twelve (12) calendar months starting on the anniversary of the Commencement Date;
- 1.1.12 **"Control"** means, with respect to any entity, the legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting equity interests in an entity or the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Party, whether through the ownership of voting securities, by contract, or otherwise;
- 1.1.13 **"Data Breach"** has the meaning given to it in paragraph 1.2.7.4 of Schedule 1;
- 1.1.14 **"Data Protection Laws"** shall mean the Data Protection Act 2018, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons which regard to the processing of personal data and on the free movement of such data, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (withdrawal) Act 2018, and any applicable guidance or regulations issued by the UK Information Commissioner, in each case as amended or supplemented from time to time by UK law, and any other applicable laws from time to time relating to the processing of personal data and privacy.
- 1.1.15 **"Deliverables"** means all documents, work product and other materials prepared by or on behalf of CereCore in the course of performing the Services and delivered to the Client and identified as Deliverables in this Framework Agreement and/or any Statement of Work;
- 1.1.16 **"Force Majeure Event"** means acts beyond the affected Party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire or explosion; (c) war, invasion, riot or other civil unrest; (d) actions, embargoes or blockades in effect on or after the date of the Framework Agreement; (e) national or regional emergency, epidemic, pandemic, or other natural calamity; (f) strikes, labour stoppages or slowdowns or other industrial disturbances; (g) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent; (h) shortage of adequate power or telecommunications or transportation facilities; or (i) any other event which is beyond the reasonable control of such Party;
- 1.1.17 **"Framework Agreement"** means the clauses in the main body of this agreement together with the Schedules hereto and any documents referred to in those clauses or Schedules, in each case as varied, novated, supplemented, amended or replaced from time to time;
- 1.1.18 **"Framework Term"** means the duration of this Framework Agreement;
- 1.1.19 **"Intellectual Property Rights"** means (i) patents, copyrights, trademarks, service marks, logos, trade dress, trade names, trade secrets, know-how, proprietary information, database rights, publicity rights, privacy rights, and other rights of a similar nature for which legal protection, statutory, common law, or otherwise may be obtained in the United Kingdom and/or any other country or jurisdiction; (ii) pending applications to register or otherwise obtain legal protection for any of the foregoing; (iii) continuations, continuations-in-part, divisions, renewals, extensions, patents of addition, re-examinations or reissues of any of the foregoing, and all related applications therefor; and (iv) goodwill associated with any of such trademarks, service marks, trade identification, trade dress, and trade names;
- 1.1.20 **"Law"** means all applicable laws, orders, regulations, (as well as codes, license conditions and standards which, in all cases, are mandatory and have legal effect) according to the law of England and Wales;
- 1.1.21 **"Pre-Existing Materials"** means all documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by or used by CereCore in

connection with performing the Services, in each case developed or acquired by CereCore prior to the commencement or independently of any Statement of Work;

- 1.1.22 **"Service Fees and Rates"** means all fees, charges, and other compensation payable by the Client to CereCore, as set forth in the applicable Statement of Work, for each of the Services;
- 1.1.23 **"Services"** means each service that is subject to terms of this Framework Agreement, where the Parties have entered into a Statement of Work in respect of that Service;
- 1.1.24 **"Statement(s) of Work"** means a statement of work in respect of the Services, substantially in the form set out at Schedule 2 (Statement of Work Template), executed by the Parties under the terms of this Framework Agreement;
- 1.1.25 **"Statement of Work Commencement Date"** means the date identified as such in each Statement of Work;
- 1.1.26 **"Statement of Work Term"** means the duration of each Statement of Work, as is identified in the Statement of Work (subject to any earlier termination).
- 1.2 The Schedules form part of this Framework Agreement and shall have the same force and effect as if expressly set out in the body of this Framework Agreement and any reference to this Framework Agreement shall include the Schedules.
- 1.3 In this Framework Agreement, unless otherwise specified:
 - 1.3.1 words in the singular include the plural and vice versa;
 - 1.3.2 any reference to a Party includes the Party's representatives, respective successors or permitted assigns of the original Parties;
 - 1.3.3 any words that follow "include", "including" or "in particular" or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
 - 1.3.4 a reference to a statute or statutory provision includes that statute or statutory provision as amended, modified or replaced (before, on or after the Commencement Date);
 - 1.3.5 references to clauses are to clauses of this Framework Agreement and references to Schedules are to the Schedules to this Framework Agreement; and
 - 1.3.6 all headings are for ease of reference only and shall not affect the interpretation of this Framework Agreement.

2. **Status of Framework Agreement and the Statement of Work**

- 2.1 The Parties may from time to time enter into a Statement of Work under this Framework Agreement in order to document the terms under which CereCore will make available to the Client (and the Client shall use) one or more of the Services. The Parties agree that all Statements of Work will be substantially in the form set out in Schedule 2 (Statement of Work Template). Once this Framework Agreement has been terminated for any reason, the Parties will not enter into any further Statement of Work in relation to it.
- 2.2 Each Statement of Work, following execution by both Parties:
 - 2.2.1 forms a separate and independent contract between CereCore and the Client for the applicable Services(s) specified in such Statement of Work; and
 - 2.2.2 incorporates, by reference, and shall be governed by and construed in accordance with the terms of the Framework Agreement.
- 2.3 In the event of any conflict or inconsistency between the terms of the Framework Agreement and the Statement of Work, then the provisions of the Statement of Work will take precedence over the terms of the Framework Agreement.

2.4 It is the intention of the Parties that the Services will be provided on a:

2.4.1 fixed price basis;

2.4.2 time and materials basis; or

2.4.3 such other charging basis as is agreed in the Statement of Work,

in all cases, as specified in the Statement of Work.

3. **Commencement and Term for the Framework Agreement and the Statement of Work**

3.1 This Framework Agreement will take effect on the Commencement Date and will continue in full force and effect, unless terminated earlier in accordance with the terms of this Framework Agreement.

3.2 Each Statement of Work will commence on the relevant Statement of Work Commencement Date and will continue for the Statement of Work Term unless terminated earlier (in whole or in part), in accordance with this Framework Agreement and/or the relevant Statement of Work.

3.3 Unless otherwise agreed by the Parties in writing, in the event that this Framework Agreement terminates before a Statement of Work has reached the end of its Statement of Work Term, the Statement of Work will continue and this Framework Agreement will continue to have full force and effect in respect of such Statement of Work until such time as the Statement of Work has been terminated or has reached the end of its Statement of Work Term.

3.4 The termination of this Framework Agreement shall not automatically result in the termination of any Statement of Work, but this is without prejudice to a Party being entitled to terminate a Statement of Work where an event that results in a right to terminate this Framework Agreement also results in a right to terminate a Statement of Work under the terms of the Statement of Work.

4. **Suspension**

4.1 Without prejudice to its other rights under this Framework Agreement, CereCore reserves the right to suspend Services to the Client during any period in which CereCore reasonably believes that the Client has breached a material term of this Framework Agreement and/or a Statement of Work.

5. **Client's Role**

5.1 The Client warrants that the Client contact listed on the applicable Statement of Work has full capacity and authority to execute documents on the Client's behalf and make binding decisions for the Client regarding the Services.

5.2 The Client shall provide CereCore with all required information, materials, and data necessary for CereCore to provide the Services. To the extent CereCore is required to coordinate, communicate, or otherwise interact with a third party at the direction of the Client, the Client will cause such third party to reasonably cooperate and assist CereCore therewith. In addition, the provision of Services may require disclosure to CereCore of third-party confidential or proprietary information in possession of the Client, such as patient information, and in which CereCore has no rights. The Client shall obtain all consents necessary for CereCore to receive third-party confidential or proprietary information (including Client Materials to the extent that consent is necessary to use, access, install or store such information or Client Materials to provide the Services) which may be required for CereCore to provide the Services.

5.3 The Client shall provide CereCore with all necessary cooperation to allow CereCore to provide the Services, including without limitation, providing CereCore, without charge, (i) access to and adequate space in the Client's facility(ies) when required for CereCore employees and subcontractors to provide Services on-site; (ii) record storage and retrieval suitable for the Services to be provided at the Client facility(ies); (iii) all equipment and ancillary services necessary for CereCore to provide the Services; (iv) Acceptance or sign-off of Deliverables where required by CereCore or as set out in the relevant Statement of Work (collectively, "**Equipment**").

5.4 The Client is solely responsible for the accuracy, quality, consistency, validation, cleansing, maintenance, integrity and legality of any and all Client Material, or for input errors or data provided to or accessed by

CereCore in connection with the Services. Client Material and CereCore Material is used by the Client at its sole risk. Client Material shall not (i) contain or cause to be placed any worms, viruses, malware, programming routines or other harmful or malicious code which may interfere, damage, corrupt, surreptitiously intercept or expropriate any system, data or personal information; (ii) be materially false, misleading or inaccurate; or (iii) violate any national or local laws, rules and regulations. CereCore may take remedial action should the Client or any of its Affiliates violate this clause 5.4 and such remedial action may include but shall not be limited to suspension of all or a portion of the Services or termination of the applicable Statement of Work with respect thereto.

- 5.5 The Client shall comply with all CereCore information security and data transfer requirements and policies applicable to the Framework Agreement and any Statement of Work. At a minimum, the Client shall: (i) implement and maintain appropriate security, protection and regular backup of Client Material (ii) develop a plan to assess and manage system failures; (iii) perform a regular assessment of data security risks, with adjustments made to its data security program to reduce such risks; and (iv) implement notice and incident response procedures. The Client will cause its Affiliates, employees, contractors, vendors, and executives to comply with each of the above obligations as it relates to the security and operation of the Services.
- 5.6 During the Statement of Work Term and for one (1) year thereafter, the Client will not, directly or indirectly, without the prior written consent of CereCore, solicit or entice, or endeavour to solicit or entice, away from CereCore any person employed by CereCore or its Affiliates in the preceding twelve (12) months. For the purpose of this clause 5.6, "solicit" or "entice" means the soliciting or enticing of such person with a view to engaging such person as an employee, director, sub-contractor, consultant or independent contractor or through a company owned by such person or his or her family, but will not apply to the case of any such person responding without enticement to a job advertisement which is capable of being responded to by members of the public (or sections thereof) generally and which advertisement has been published in good faith.
- 5.7 Any specific Deliverables to be created or developed by CereCore under this Framework Agreement and/or any Statement of Work shall be defined and included in each Statement of Work, unless otherwise agreed by the Parties in writing.

6. **CereCore's Obligations**

- 6.1 CereCore shall perform appropriate background checks consistent with CereCore's policies on employees who will be performing Services at any facility(ies) of the Client or its Affiliates or who will have access to the Client's or its Affiliates' Client Materials and/or Confidential Information. CereCore shall use commercially reasonable efforts to properly staff all work efforts, and may replace any employees providing Services in its reasonable discretion.
- 6.2 In performing the Services, CereCore shall comply with the Client's reasonable written policies applicable to any Client facility(ies), including any security policies of the Client; provided that:
- 6.2.1 such policy is generally applicable to the Client and CereCore Staff and consistently enforced by the Client; and
- 6.2.2 the Client has provided written copies of such policies to CereCore in advance.

7. **Change Orders**

- 7.1 Changes to any Statement of Work shall become effective only upon the execution of a written change order on terms that are mutually agreeable to CereCore and the Client ("**Change Order**"). The Change Order shall be a document setting out the proposed changes and the effect that those changes will have on: (i) the Services; (ii) the timetable for delivery of the Services; (iii) the Service Fees and Rates; and (iv) any of the other terms of the relevant Statement of Work, and shall be substantially in the form attached at Schedule 3 (Change Order).
- 7.2 If CereCore wishes to make a change to the Services it shall provide a draft Change Order to the Client.
- 7.3 If the Client wishes to make a change to the Services: (i) it shall notify CereCore and provide as much detail as CereCore reasonably requires of the proposed changes, including the timing of the proposed change and the Services which it wishes to vary; and (ii) CereCore shall, as soon as reasonably practicable after receiving the information at clause 7.1, provide a draft Change Order to the Client.

7.4 If CereCore and the Client: (a) agree to a Change Order, then it shall be signed by an authorised signatory of both Parties and that Change Order shall amend the relevant Statement of Work; or (ii) are unable to agree a Change Order, then the Statement of Work shall continue unamended, but either Party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 18.

8. Termination

8.1 In addition to any other termination rights set forth in this Framework Agreement and/or any Statement of Work, a Party may terminate this Framework Agreement and/or any Statement of Work:

8.1.1 at any time without cause, by providing at least sixty (60) days' prior written notice to the other Party, unless a longer period has been agreed within the relevant Statement of Work;

8.1.2 if other Party commits a material breach of this Framework Agreement and/or a Statement of Work, which is either irremediable or, where capable is not remedied within thirty (30) days after receipt of written notice of such breach (and non-payment of any invoice by the due date will be considered a material breach); or

8.1.3 the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring) having a receiver appointed to all or materially all of its assets or ceasing to carry on business or, if the steps or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.

8.2 Upon expiration or termination of this Framework Agreement and/or any Statement of Work for any reason (except to the extent a transition period is expressly set forth in a Statement of Work):

8.2.1 CereCore will cease providing the Client with and the Client shall have no further right to receive or use the Services or CereCore Materials;

8.2.2 the Client shall cease all access to and use of: (i) the Services, (ii) CereCore Confidential Information and (iii) CereCore Materials;

8.2.3 the Parties shall return or destroy the other Party's Confidential Information in accordance with the terms of clause 8 above;

8.2.4 any financed or instalment payment arrangements will become immediately due in full and the Client shall, within thirty (30) days, pay in full for all unpaid amounts for Services furnished up to the effective date of expiration or termination. Subject to clause 8.2.5, in the event that the Client terminates the Framework Agreement and/or a Statement of Work, the Client agrees to pay CereCore an amount equal to one hundred percent (100%) of the Service Fees and Rates for all such Services for the remainder of the term of such Statement of Work. The Client acknowledges and agrees that CereCore shall have no implied obligations to perform transition services and that any transition services require a mutually agreed upon Statement of Work between the Parties.

8.2.5 where the Client issues notice to terminate a Statement of Work pursuant to clause 12.4, the Client shall, in respect of the Service Fees and Rates, only be liable to pay to CereCore any undisputed Service Fees and Rates and any other amounts which are due and payable to CereCore by the Client in respect of Services properly performed by CereCore under the relevant Statement of Work up to the effective date of termination. Clause 9.8 shall apply in respect of any such disputed fees or amounts.

8.3 The rights and obligations of the Parties set forth in this clause 8 and clause 1 ("Definitions and Interpretation"), clause 5.6 ("Non-Solicitation"), clause 8.2 ("Effect of Termination"), clause 10 ("Intellectual Property Rights; Ownership"), clause 11 ("Confidential Information"), clause 12 ("Representations and Warranties"), clause 15 ("Insurance"), clause 16 ("Limitation of Liability") clause 21 ("Miscellaneous"), and any right or obligation of the Parties in the Statement of Work which, by its nature, should survive termination or expiration of the Statement of Work, will survive any such termination or expiration of the Statement of Work.

8.4 Termination shall not relieve the Parties of any Liability or obligation which accrued thereunder prior to the effective date of such termination nor preclude any Party from pursuing all rights and remedies it may have

pursuant to this Framework Agreement and/or any Statement of Work or at law or in equity with respect to any breach nor prejudice any Party's right to obtain performance of any obligation.

9. Fees; Payment Terms

- 9.1 In consideration of the provision of the Services and/or Deliverables by CereCore and the rights granted to the Client under a Statement of Work, the Client shall pay the Service Fees and Rates set forth in the applicable Statement of Work.
- 9.2 The Client shall be responsible for all sales, value added, use and excise taxes, and any other similar taxes, duties, levies and charges of any kind imposed by any national or local governmental entity on any amounts payable by the Client hereunder; provided, that, in no event shall the Client pay or be responsible for any taxes imposed on, or with respect to, CereCore's income, revenues, gross receipts, personnel or real or personal property or other assets.
- 9.3 The consideration for any supply made under any Statement of Work is exclusive of any value added taxes, equivalent or successor taxes which are due in relation to such supply, which will be payable in addition to that consideration in the manner and at the rate prescribed by the law from time to time, subject to receipt by the Client of an invoice.
- 9.4 Where the Services are provided on a time and materials basis, the Service Fees and Rates payable for the Services shall be calculated in accordance with CereCore's daily and/or hourly fee rates set forth in the applicable Statement of Work.
- 9.5 Where Services are provided for a fixed price, the total Service Fees and Rates for the Services shall be the amount set out in the applicable Statement of Work.
- 9.6 The Client agrees to reimburse CereCore for all reasonable travel and out-of-pocket expenses incurred by CereCore in connection with the performance of the Service.
- 9.7 CereCore shall issue invoices to the Client, and the Client shall pay all properly invoiced amounts due to CereCore within thirty (30) days from the date of invoice (or such other period as agreed in the Statement of Work).
- 9.8 If the Client disputes any part of an invoice issued by CereCore under a Statement of Work, the Client must notify CereCore or its Affiliates in writing no later than ten (10) days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item, failing which the Client will make full payment in accordance with clause 9.7. Amounts not so disputed shall be deemed accepted and shall be paid, notwithstanding disputes on other items. The Parties shall seek to resolve all such disputes expeditiously and in good faith and in accordance with clause 18.
- 9.9 Should the Client fail or refuse to make any payment due to CereCore within the required timeframe as set out under this Framework Agreement, CereCore may:
- 9.9.1 charge, from the date such payment was due until the date paid, interest on any such unpaid amounts at a rate which is the lower of: (i) three percent (3%) per annum over the base rate of Barclays Bank PLC from time to time, or (ii) the maximum amount permitted under Law; and
 - 9.9.2 suspend performance of all Services until payment has been made in full, except for any amount disputed in good faith in accordance with clause 9.8.

10. Intellectual Property Rights; Ownership

- 10.1 Except as set forth in clause 10.4 or as otherwise agreed by the Parties in the relevant Statement of Work, the Client shall be, from the date of payment for the relevant Deliverables, the sole and exclusive owner of all right, title and interest in and to the Deliverables, including all Intellectual Property Rights therein save for Pre-Existing Materials and CereCore Materials.
- 10.2 From the date of creation of the Deliverables until to the date of payment in full, CereCore grants to the Client a license to use the Deliverables on the terms set out in clause 10.4. CereCore hereby irrevocably assigns, and

shall procure its employees to irrevocably assign to the Client, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein.

- 10.3 Upon the reasonable request of the Client and at the Client's expense, CereCore shall, and shall cause its employees to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be reasonably necessary to assist the Client to perfect its rights in or to any Deliverables, unless otherwise stated in the relevant Statement of Work.
- 10.4 CereCore and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. Subject to the Client's compliance with this Framework Agreement and the applicable Statement of Work, CereCore hereby grants to the Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, copy, and modify, but not publicly distribute, any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with the Client's receipt or use of the Services and Deliverables as expressly permitted under the Framework Agreement and any applicable Statement of Work. All other rights in and to the Pre-Existing Materials are expressly reserved by CereCore.
- 10.5 During and after the Statement of Work Term, the Client warrants not to assert, nor authorize, assist or encourage any third party to assert, against CereCore or CereCore's Affiliates, customers, suppliers, licensors, vendors, or business partners any infringement or misuse claim (copyright, patent, trademark or otherwise) regarding any Services or CereCore Materials used by the Client.
- 10.6 The Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the Client Materials, including all Intellectual Property Rights therein. The Client shall grant CereCore, its Affiliates and subcontractors a royalty-free, worldwide license to use, copy, modify and create derivative works of the Client Materials during the relevant Statement of Work Term (as well as any Deliverables assigned to the Client under this clause 10), to the extent necessary to provide the Services to the Client. All other rights in and to the Client Materials are expressly reserved by the Client.
- 10.7 Nothing in the terms of this Framework Agreement and/or any Statement of Work shall restrict or prevent CereCore from using know-how or residual knowledge generated by its personnel in the provision of the Services.

11. Confidential Information

- 11.1 Each Party (the "**receiving party**") agrees: (i) not to disclose or otherwise make available Confidential Information, at any time during or after the Framework Term, to any person without the prior written consent of the other Party (the "**disclosing party**") (except to its professional representatives or advisers and any officers, employees, representatives who need to know such information for the purpose of exercising the receiving party's rights or carrying out its obligations under or in connection with this Framework Agreement and any Statement of Work).
- 11.2 Each Party shall ensure that its professional representatives or advisers and any employees, officers, representatives or legal advisers to whom it discloses the other Party's Confidential Information shall:
- 11.2.1 comply with this clause 11;
 - 11.2.2 use the Confidential Information of the disclosing party only for the purposes of performing its obligations under the Framework Agreement and/or any Statement of Work; or, in the case of the Client, to make use of the Services and Deliverables; and
 - 11.2.3 promptly notify the disclosing party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.
- 11.3 The obligation of confidentiality contained in clause 11.1 will not apply to Confidential Information solely to the extent that such Confidential Information:
- 11.3.1 is at the time of its disclosure by the disclosing party already in the public domain, or subsequently enters the public domain, other than by breach of this Framework Agreement by the receiving party;

- 11.3.2 is at any time after the Commencement Date acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of obligation owed by that third party to the disclosing party and/or any of its Affiliates;
 - 11.3.3 is required to be disclosed by Law or order or a court of competent jurisdiction;
 - 11.3.4 is independently developed by the receiving party without reference to the Confidential Information of the disclosing party and/or any of its Affiliates.
- 11.4 If the receiving party becomes required by law, a court of competent jurisdiction or any governmental or regulatory authority to disclose any Confidential Information, the receiving party shall provide:
- 11.4.1 prompt written notice of such requirement so that the disclosing party may seek, at its sole cost and expense, a protective order or other remedy; and
 - 11.4.2 reasonable assistance, at the disclosing party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the receiving party remains required by law to disclose any Confidential Information, the receiving party shall disclose no more than that portion of the Confidential Information which, on the advice of the receiving party's legal advisors, the receiving party is legally required to disclose.
- 11.5 Nothing in this Framework Agreement and/or any Statement of Work shall prevent either Party from using any general methodologies or know-how contained in the unaided memory of such Party's personnel or those of its Affiliates developed or disclosed under the Framework and/or any Statement of Work, provided that in doing so it is not in breach of its obligations of confidentiality under this clause 11 or using any Intellectual Property Rights of the other Party or any of its Affiliates.
- 11.6 If the receiving party discloses or uses (or threatens to disclose or use) any Confidential Information of the disclosing party in breach of this clause 11, the disclosing party shall have the right, in addition to any other remedies available to the disclosing party, to seek injunctive relief or any other interim measure of protection in any court of competent jurisdiction, it being specifically acknowledged by the Parties that any other available remedies are inadequate.
- 11.7 Each Party's obligations under this clause 11 will survive termination or expiration of the Framework Agreement and any Statement of Work for a period of two (2) years, except for Confidential Information that constitutes a trade secret under any applicable law, in which case, such obligations shall survive for as long as such Confidential Information remains a trade secret under such law.
- 11.8 Suggestions and Feedback. To the extent that the Client makes any ideas, suggestions, enhancements, recommendations or other feedback with respect to the Services or CereCore Materials (collectively, the "**Feedback**"), CereCore shall exclusively own the Feedback and is free to use the Feedback without any restriction or payment to the Client. The Client assigns all rights in and to any Feedback to CereCore.

12. Representations and Warranties

- 12.1 Each Party represents and warrants to the other that:
- 12.1.1 it is duly organised, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organisation or chartering;
 - 12.1.2 it has the full right, power and authority to enter into the Framework Agreement and each Statement of Work, to grant the rights and licenses granted hereunder and to perform its obligations hereunder;
 - 12.1.3 the execution of the Framework Agreement by its representative whose signature is set forth at the end hereof has been duly authorised by all necessary corporate action of the Party;
 - 12.1.4 when executed and delivered by such Party, the Framework Agreement and each Statement of Work will constitute the legal, valid and binding obligations of such Party, enforceable against such Party in accordance with its terms;

- 12.1.5 its owners, directors, officers, employees, representatives, agents and consults shall comply with the requirements of all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including the Modern Slavery Act 2015;
- 12.1.6 its officers, employees, agents shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (including the Bribery Act 2010) and not commit any act or omission which causes or could cause CereCore or the Client to breach, or commit an offence, under this clause 12.1.6; and
- 12.1.7 it will comply with the Laws applicable to it:
 - 12.1.7.1 in the case of CereCore, as a provider of the Services; or
 - 12.1.7.2 in the case of the Client, as a recipient of the Services.
- 12.2 CereCore represents and warrants to the Client that it shall perform the Services using employees with the skill, experience and qualifications adequate to discharge the obligations allocated to them, in a professional and workmanlike manner, and in accordance with commercially reasonable industry standards for similar services and shall devote adequate resources to meet its obligations under the Framework Agreement and each Statement of Work.
- 12.3 CereCore warrants that the Services and Deliverables will be in conformity in all material respects with all requirements or specifications stated in the applicable Statement of Work for a period of thirty (30) days from the date of delivery, or in the case of deliverables which are subject to Acceptance Tests, thirty (30) days from the date of Acceptance being issued.
- 12.4 In the event of CereCore's breach of clause 12.3, CereCore's sole and exclusive obligation and Liability and the Client's sole and exclusive remedy shall be as follows: CereCore shall use reasonable efforts to remedy such breach; provided, that if CereCore cannot remedy such breach within a reasonable time (but no more than thirty (30) days) after the Client's written notice of such breach, the Client may, at its option, terminate the Framework Agreement and/or any applicable Statement of Work by serving written notice of termination in accordance with clause 22.
- 12.5 Except as otherwise prohibited by law or as otherwise expressly stated in this Framework Agreement and/or any Statement of Work, the Services are provided by CereCore and its Affiliates "as is" and neither CereCore nor its Affiliates make any warranties of any kind, whether express, implied, statutory or otherwise.
- 13. **Acceptance Tests**
- 13.1 Where Deliverables are stated in a Statement of Work to be subject to Acceptance Tests, following completion of the Deliverables, the Parties will carry out the Acceptance Tests. The Statement of Work will specify the Acceptance Criteria and will define which Party is responsible for Acceptance Testing. The Acceptance Tests for each element of the Deliverables will be recorded as successful except where the Client has notified CereCore that relevant Acceptance Criteria for that element of the Deliverables have not been met (subject to the permitted Defect tolerance level, if any, will be set out in the relevant Statement of Work).
- 13.2 Where Deliverables are subject to Acceptance Tests pursuant to clause 13.1, the Client will confirm acceptance by promptly issuing an acceptance certificate (the "**Acceptance Certificate**") for the Deliverables when they meet the Acceptance Criteria.
- 13.3 If the Client does not issue an Acceptance Certificate within seven (7) Business Days of successful completion of the Acceptance Tests, then acceptance for an element of the Deliverables will be deemed to have been issued.
- 13.4 Acceptance of Deliverables under 13.2 and 13.3 shall be referred to as "**Acceptance**".
- 14. **Indemnification**
- 14.1 Subject to this Framework Agreement and/or any Statement of Work, the Client's compliance with the Framework Agreement and/or Statement of Work and any applicable terms of use specified in the relevant Statement of Work (and accompanying material), CereCore shall defend the Client from and against any third party claim brought by a third party against the Client to the extent arising out of an allegation that the

Deliverables provided under a Statement of Work infringes a third-party U.K. patent, copyright or trademark issued as of the Commencement Date (a "**Claim**"). CereCore shall pay any damages awarded in any final judgment entered by a court of competent jurisdiction with respect to any such Claim or agreed to by CereCore in any settlements arising out of such Claim. CereCore's obligations under this clause 14.1 are conditioned upon (a) the Client: (i) promptly giving written notice of the Claim to CereCore, (ii) giving CereCore sole control of the defence and settlement of the Claim and (iii) providing reasonable assistance to CereCore (as and if requested by CereCore); and (b) such Claim not having arisen as a result of the Client's act, error, omission, negligence or breach of (i) this Agreement and/or a Statement of Work, or (ii) Law.

14.2 If a Claim subject to clause 14.1 occurs, or in CereCore's opinion is likely to occur, CereCore may, in its sole discretion, either (i) obtain a license for the infringing part of the Services or CereCore Materials, (ii) remove or alter the infringing part of the Services or CereCore Materials, or (iii) terminate the applicable Statement of Work; provided, however, that if CereCore terminates pursuant to this clause 14.2, then, CereCore shall refund to the Client any unused portion of the Service Fees and Rates paid by the Client in advance, if any, for the Services or CereCore Materials giving rise to the Claim. Clause 14.1 and this clause 14.2 set out the entire obligation and liability of CereCore, and the exclusive remedy of the Client, with respect to infringement of Intellectual Property Rights.

14.3 Subject to this Framework Agreement and/or any Statement of Work, the Client shall defend, indemnify and hold CereCore harmless from and against any loss, liability, fine, damage, fee or costs (including reasonable legal fees) incurred in connection with any claim and/or proceeding made or brought against CereCore arising out of or related to:

14.3.1 the Client's improper or misuse of the Services (including, without limitation, in violation of this Framework Agreement and any Statement of Work or the failure or alleged failure to comply with any applicable law or regulation governing the Client, the Services, or any Client Material);

14.3.2 injury or damage to person or tangible or intangible property caused by the Client, the Client's employee or agent;

14.3.3 the gross negligence or fraud of the Client, the Client's employee and any of their respective Affiliates in the performance of its obligations or use of the Services;

14.3.4 any actual or alleged infringement of any third-party rights in any Client Materials;

14.3.5 any breach or alleged breach of the Client's representations or warranties hereunder;

14.3.6 any breach or alleged breach of the Client's obligations set forth in the Framework Agreement and any Statement of Work; or

14.3.7 CereCore's compliance with the Client's instructions; or

14.3.8 the conduct of any business, including, without limitation, the provision of any healthcare or healthcare related services, in connection with the Services;

provided, that CereCore: (a) promptly gives written notice of such claim to the Client (provided that the failure to do so will not relieve the Client's obligations except to the extent such failure materially reduces the Client's ability to defend the claim); (b) gives the Client sole control of the defence and settlement of such claim (provided, however, that the Client shall not settle any claim unless the settlement unconditionally releases CereCore and its Affiliates of all Liability and does not make any admission of wrongdoing by CereCore or any of its Affiliates or otherwise imposes obligations against the interest of CereCore or any of its Affiliates); and (c) provides to the Client, at the Client's cost, reasonable assistance, as and if requested by the Client.

15. **Insurance**

15.1 During the Statement of Work Term, both Parties shall maintain in force, with a reputable insurance company, appropriate insurance cover (or equivalent arrangements) in accordance with good industry practice including: (i) professional indemnity, (ii) employers' liability and (iii) public liability insurance, and each Party shall on the written request of the other Party, provide evidence of such insurance coverage.

16. **Limitation of Liability**

- 16.1 Nothing in this Framework Agreement will operate to exclude or restrict any liability of a Party for: (i) death or personal injury resulting from its negligence; (ii) its fraud or fraudulent misrepresentation; (iii) in respect of the Client only, its obligations to pay Service Fees and Rates; or (iv) any other liability to the extent that it cannot be excluded or limited by Law.
- 16.2 Subject to clause 16.1, in no event will CereCore be liable to the Client or to any third party for any:
- 16.2.1 loss of profit (whether direct, indirect or consequential);
 - 16.2.2 loss of use, loss of revenue, loss of production or loss of business (in each case whether direct, indirect or consequential);
 - 16.2.3 loss of goodwill or damage to reputation (in each case whether direct, indirect or consequential);
 - 16.2.4 loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential);
 - 16.2.5 indirect, consequential or special loss; and
 - 16.2.6 loss of use, corruption of or value of any software, data or information,
- whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not CereCore has been advised of the possibility of such damages.
- 16.3 Unless otherwise expressly stated in this Framework Agreement, and subject to clause 16.1 and 16.2, CereCore's maximum aggregate liability:
- under a Statement of Work
- 16.3.1 in any Contract Year, in contract, tort (including negligence), equity or for breach of statutory duty or in any other way howsoever arising out of or in connection with a Service, will be limited to one hundred percent (100%) of the Service Fees and Rates paid or payable to CereCore under the relevant Statement of Work during such Contract Year in respect of that Service; and
- under the Framework Agreement
- 16.3.2 which arises at any time, in contract, tort (including negligence), equity or for breach of statutory duty or in any other way howsoever and whenever arising out of or in connection with this Framework Agreement (including in respect of all Services and therefore all Statement of Work), will be limited to £50,000.
- 16.4 In addition, neither CereCore nor its Affiliates shall have any liability for any suspension of the Services if CereCore or its Affiliates reasonably determine that a suspension is necessary to protect CereCore's or its Affiliates' systems or data arising out of or related to a security incident not due to CereCore's or its Affiliates' breach of its obligations under this Framework Agreement and/or any Statement of Work.
- 16.5 The Client understands and agrees that (i) the obligations under this Framework Agreement and any Statement of Work shall be the sole responsibility of the CereCore entity executing such Framework Agreement and/or Statement of Work and are not obligations of its other CereCore Affiliates; and (ii) the rights of the Client under this Framework Agreement and any Statement of Work extend only to the CereCore entity executing such Framework Agreement and Statement of Work.
- 16.6 The Parties agree that they have negotiated this Framework Agreement, including the liabilities and indemnities, and any relevant Statement of Work in positions of comparable bargaining power and the allocation of risk under the provisions of this Framework Agreement and any relevant Statement of Work are fair and equitable positions, and have had the opportunity to seek legal advice.
17. **Data Protection**
- 17.1 The Parties will comply with the requirements set out in Schedule 1 (Data Protection).
18. **Dispute Resolution**

- 18.1 The Parties shall attempt to resolve any disputes that arise between the Parties through the applicable business representatives involved in the Services. If they are unable to resolve a dispute following reasonable efforts, either Party may submit a written notice of dispute to the other. Within fifteen (15) days after receipt by the other Party of such notice, the dispute shall be escalated to an officer of the Client and an officer of CereCore for review and resolution. The Parties agree to continue performing their respective obligations under the Framework Agreement and/or any Statement of Work while the dispute is being resolved unless and until such obligations are terminated in accordance with the provisions of the Framework Agreement and/or any Statement of Work. If the dispute is not resolved by the Parties' officers within thirty (30) days after their receipt of notice of the dispute, each Party shall have the right to initiate binding arbitration pursuant to the procedures set forth in this clause 18.
- 18.2 All claims, disputes or controversies of whatever nature between the Parties arising out of or in any way connected with the execution, interpretation, termination and performance and/or breach of this Framework Agreement and/or any Statement of Work (including the validity, scope and enforceability of this arbitration provision) or the relationship created thereby which cannot be resolved pursuant to the procedure set forth in clause 18.1 (each, a "**Dispute**") shall be referred to and finally resolved by arbitration conducted in accordance with the rules of the London Court of International Arbitration (the "**LCIA Rules**").
- 18.3 The seat, or legal place, of arbitration shall be London, England. This arbitration agreement shall be governed by English law.
- 18.4 In the event the aggregate amount in dispute for all claims and counterclaims is five million pounds sterling (£5,000,000.00) or less at the time of delivery of the Request for Arbitration and the Response to the Request for Arbitration, the Dispute shall be solely and finally settled by a single arbitrator in accordance with the LCIA Rules, and the requirements of this clause 18.
- 18.5 Subject to clause 18.4, all other Disputes shall be solely and finally settled by a tribunal of three arbitrators in accordance with the LCIA Rules and the requirements of this clause 18. Each Party may nominate one arbitrator. The two Party-nominated arbitrators may jointly nominate the third arbitrator to be the presiding arbitrator. If the Party-nominated arbitrators do not jointly nominate the third arbitrator within fourteen (14) days of the date of nomination of the second Party-nominated arbitrator, the third arbitrator shall be selected and appointed by the LCIA Court. The third arbitrator shall be a person who has over five years professional experience of handling commercial disputes in relation to technology and software matters.
- 18.6 The language to be used in the arbitral proceedings shall be English.
19. **Subcontractors**
- 19.1 The Client understands and agrees that CereCore may utilise subcontractors or Affiliates for the performance or delivery of all or certain Services and may transfer Confidential Information of the Client to such Affiliates and/or third-parties. The use of an Affiliate or third-party subcontractor shall not relieve CereCore from any obligation or Liability under any Statement of Work.
20. **Force Majeure**
- 20.1 No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached the Framework Agreement and any Statement of Work, for any delay in performance, or non-performance, of any of its obligations hereunder (except for any obligations to make payments to the other Party hereunder), when and to the extent such delay or non-performance is due to a Force Majeure Event.
- 20.2 A Party whose performance is affected by a Force Majeure Event shall give notice to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. During the Force Majeure Event, the non-affected Party may similarly suspend its performance obligations until such time as the affected Party resumes performance.
- 20.3 The non-affected Party may terminate any affected Statement of Work if such failure or delay continues for a period of ninety (90) days or more and, if the non-affected Party is the Client, receive a refund of any unearned amounts paid to the CereCore in advance for the affected Services. Unless the relevant Statement of Work is terminated in accordance with this clause 20.3, the Statement of Work shall be automatically extended by a period equal to the period of suspension.

21. Miscellaneous

- 21.1 Nothing in this Framework Agreement or a Statement of Work will create a partnership or joint venture or relationship of employer and employee between the parties or give either Party to any of them authority to act as the agent of or in the name of or on behalf of the other Party or to bind the other Party or to hold itself out as being entitled to do so.
- 21.2 Unless it is expressly stated otherwise, this Framework Agreement and any Statement of Work does not give rise any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Framework Agreement.
- 21.3 No failure or delay by either Party in exercising any right shall constitute a waiver of that right. Except as expressly stated under the Framework Agreement and any Statement of Work, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.
- 21.4 If a court of competent jurisdiction finds any provision of this Framework Agreement or any Statement of Work to be invalid or unenforceable, that provision will be amended to achieve as nearly as possible the intent of the Parties, and the remainder will remain in full force and effect.
- 21.5 Neither Party shall assign its rights or delegate its obligations under the Framework Agreement and/or any Statement of Work without the other Party's prior written consent, and absent such consent, any attempted or purported assignment by such Party shall be null, void and of no effect. Notwithstanding the foregoing:
- 21.5.1 either Party may assign a Framework Agreement and/or any Statement of Work in whole to the acquiring entity in the event of a Change of Control or any internal reorganisation (provided; that such assignment shall not materially expand any applicable scope of use or license without an appropriate adjustment in Service Fees and Rates due);
 - 21.5.2 CereCore may assign a Framework Agreement and/or any Statement of Work in whole to an Affiliate; and
 - 21.5.3 subject to clause 19.1, CereCore may assign its rights and delegate its duties thereunder, including the right to receive payment from the Client, to one or more Affiliates and/or third-party service providers or subcontractors. Subject to provisions herein to the contrary, the Framework Agreement and/or any Statement of Work shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.
- 21.6 The Client agrees that CereCore may at any time on or after the Commencement Date disclose the name of the Client as a customer of CereCore, orally or in print, as part of a general CereCore customer list; provided, however, that any other disclosure of the name of the Client as a customer of CereCore, orally or in print, shall require the prior approval of the Client. Any public announcement, press release, solicitation or advertisement disclosing or discussing the existence of the Framework Agreement, any Statement of Work or the terms of the relationship between the Parties, must be mutually agreed to in writing by the Parties in advance.
- 21.7 The Framework Agreement, any Change Order and any Statement of Work may be executed in one or more counterparts, each of which will be deemed to be an original copy and which, when taken together, will be deemed to constitute one and the same document. An electronic, PDF or photocopied signature will be deemed to be the equivalent of an original for all purposes.
- 21.8 This Framework Agreement and each Statement of Work constitutes the entire agreement between the Parties respecting the subject and shall supersede all prior and contemporaneous understandings and agreements and all other communications, representations or statements between them, whether oral or in writing, respecting the subject thereof and:
- 21.8.1 neither CereCore nor the Client have entered into the Framework agreement and/or any Statement of Work in reliance upon, and neither CereCore nor the Client will have any remedy in respect of, any misrepresentation, representation, or statement (whether made by the other or any other person) which is not expressly set out in this Framework Agreement and any Statement of Work;
 - 21.8.2 the only remedies available for any misrepresentation or statement which was made prior to entry into the Framework Agreement and any Statement of Work and which is expressly set out in this Framework Agreement and any Statement of Work will be for breach of contract; and

21.8.3 nothing in this clause 21.8 will be interpreted or constructed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

21.9 This Framework Agreement may be amended only by way of a written amendment, duly executed by authorised representatives of both CereCore and the Client. Any Statement of Work will be amended in accordance with the provisions set out in clause 7 (Change Orders).

21.10 A delay in exercising or failure to exercise a right or remedy under or in connection with this Framework Agreement will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing, referring to this Framework Agreement or any (as applicable) and duly signed by, or on behalf of, each Party, in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

21.11 Each provision of the Framework Agreement and any Statement of Work shall be considered severable and, if for any reason any provision or provisions therein are determined to be invalid, unenforceable or illegal under any existing or future Law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions that are valid, enforceable and legal.

22. Notices

22.1 Any notice, consent, request, demand, approval or other communication to be given or made under or in connection with this Framework Agreement (each a "**Notice**") must be in the English language, legible and in writing and be signed by, or on behalf of, the Party giving it.

22.2 A Notice must be served by one of the following methods (and all references to time are to the local time at the place of deemed receipt):

22.2.1 by hand to the relevant address set out in clause 22.4 and will be deemed to have been served upon delivery if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time; or

22.2.2 by prepaid first-class post to the relevant address set out in clause 22.4 and will be deemed to have been served at the start of the second (2nd) Business Day after the date of posting; or

22.2.3 by prepaid international signed for airmail to the relevant address set out in clause 22.4 and will be deemed to have been served at the start of the fourth (4th) Business Day after the date of posting; or

22.2.4 by sending an email to each of the email addresses set out in clause 22.4 and will be deemed served at noon on the Business Day after the email was sent, provided that in proving service, it will be sufficient to produce a computer printout indicating that the message was sent to the recipient's email address.

22.3 This clause shall apply to a notice given in legal proceedings, arbitration or other dispute resolution proceedings, unless otherwise stipulated in those legal proceedings, arbitration or other dispute resolution proceedings.

22.4 Each Party's addresses for service are as follows (or such other address(es) as a Party may notify to the other Party in writing from time to time by not less than five (5) Business Days' notice):

Client	Cerecore
Name: []	Name: VP of Legal Services, Legal Department
Address: []	Address: Company Secretary, CereCore International LLP, 2 Cavendish Square, London, England, W1G 0PU
Email: []	Email: company.secretary@hcahealthcare.com

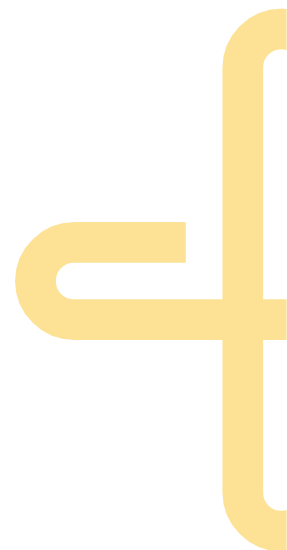
23. **Governing Law and Jurisdiction**

- 23.1 This Framework Agreement and each Statement of Work and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be exclusively governed by and construed in accordance with the laws of England and Wales.
- 23.2 Any dispute arising out of or in connection with this Framework Agreement and each Statement of Work shall be resolved in accordance with clause 18.

EXECUTION

SIGNED BY or on behalf of the Parties on the Agreement Date.

1 Date	Agreement [INSERT THE DATE ON WHICH THIS AGREEMENT IS SIGNED]
2 Signature	this Framework Agreement has been entered into on the Agreement Date by execution of an authorised officer of each of the Parties as set out below. Signed for and on behalf of CereCore International LLP Signature: Name (Block Capitals): Position: Date: Signed for and on behalf of [CLIENT] Signature: Name (Block Capitals): Position: Date:



Schedule 1 (Data Protection)

1. Data Protection

- 1.1 The Client and CereCore, in their respective performance of this Framework Agreement and/or any Statement of Work shall comply with the provisions of the Data Protection Laws as amended or re-enacted from time to time.
- 1.2 CereCore, to the extent that it is a data processor of the Client as data controller, shall:
- 1.2.1 not access any personal data except personal data which is directly provided to the CereCore by the Client for the purposes of providing the Services, and as described in Annex 1 (Record of Processing Activities) of the relevant Statement of Work;
 - 1.2.2 act on the Client's instructions in relation to all personal data, including in relation to any retention periods specified by the Client for the storage of any personal data provided to the CereCore;
 - 1.2.3 implement appropriate technical and organisational measures, as described in Annex 1 (Record of Processing Activities) of the relevant Statement of Work, to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. Such measures shall be appropriate to the harm that might result from unauthorised or unlawful processing or accidental loss, destruction or damage to the personal data to be protected, and shall include the encryption of personal data both in transit and at rest;
 - 1.2.4 store personal data securely in accordance with the provisions of paragraph 1.2.3;
 - 1.2.5 store personal data for no longer than is necessary for the purposes of this Framework Agreement and/or any Statement of Work, and in accordance with any retention periods specified by the Client as described in Annex 1 (Record of Processing Activities) of the relevant Statement of Work;
 - 1.2.6 not transmit such personal data and information to a country or territory outside the United Kingdom or European Economic Area (EEA) or the United States of America (USA) unless there are adequate safeguards in place;
 - 1.2.7 notify the Client in writing, within 48 hours, if it:
 - 1.2.7.1 receives any complaint from, or request for or notice of, any investigation or assessment by the Information Commissioner in the UK in respect of any processing of personal data (including, without limitation, any information, enforcement, assessment or monetary penalty notice, or any warning that such a notice may be issued);
 - 1.2.7.2 receives any legally binding request for disclosure of personal data processed under this Agreement by a law enforcement body, unless otherwise prohibited, for example under criminal law, from making such a notification;
 - 1.2.7.3 receives a request from a data subject or his/her authorised representative exercising his/her rights under the Data Protection Laws;
 - 1.2.7.4 becomes aware of any unauthorised or unlawful processing, loss or destruction of, or damage to, the personal data (a "**Data Breach**"); orand together with such notice to the Client, provide a copy of any such request or notice and reasonable details of the circumstances giving rise to that request or notice or the unauthorised or unlawful processing, loss or destruction of, or damage to, the personal data (as the case may be);
 - 1.2.8 promptly provide to the Client such information, co-operation and assistance as the Client may from time to time reasonably require to enable it to comply with its obligations under the Data Protection Laws as a data controller in respect of any personal data;

- 1.2.9 provide the Client and its representative(s) on reasonable notice, with such access to its personnel and relevant records as the Client may reasonably require in order to inspect the CereCore's activities with respect to the processing of the personal data and audit his compliance with this paragraph 1 and the Data Protection Laws;
- 1.2.10 provide the Client with a data protection officer point of contact within the CereCore's organisation;
- 1.2.11 immediately inform the Client if, in its opinion, an instruction from Client infringes the Data Protection Laws;
- 1.3 In the event the CereCore experiences a Data Breach, CereCore, in addition to providing the notification required by clause 1.2.7.4, shall (i) provide a description of the Data Breach and, where possible the categories and number of data subjects affected by the Data Breach, (ii) a description of the likely consequences of the Data Breach, and (iii) confirmation of the measures taken or proposed to be taken to address the Data Breach and to mitigate its actual or possible adverse effects, and the timeframe for taking such measures.
- 1.4 In this paragraph 1, "data processor", "data controller", "personal data" and "process" shall have the meaning given to them in the Data Protection Laws.
- 1.5 This paragraph 1 shall continue to have effect even after this Framework Agreement and/or any Statement of Work has been terminated or has expired but shall cease to apply to any knowledge, information or data which is generally known to the public otherwise than by a breach of this paragraph 1.

Schedule 2 (Statement of Work Template)

Statement of Work

DATED: [INSERT DATE OF SOW]

BETWEEN

- (3) CereCore International LLP, whose principal office is at 2 Cavendish Square, London, United Kingdom, W1G 0PU, registered in United Kingdom, with company number OC445550 ("CereCore"); and
- (4) [Company name], whose principal office is at [ADDRESS], registered in [COUNTRY] with company number [NUMBER] (the "Client")

each a "Party" and together the "Parties".

BACKGROUND

- (A) CereCore and the Client entered into a Framework Agreement dated [DATE] under which the Parties may enter into Statements of Work for the supply of Services by CereCore to the Client.
- (B) In connection with this Statement of Work, the Client requests certain Services to be provided to it by CereCore, and the CereCore agrees to provide such Services to the Client as further set out in, and in accordance with, this Statement of Work.

1. SPECIAL CONDITIONS

- 1.1. [INCLUDE ANY TERMS TO BE DETERMINED IN THIS SOW WHICH DEVIATE FROM THE STANDARD TERMS IN THE FRAMEWORK AGREEMENT]

2. DEFINITIONS AND INTERPRETATION

- 2.1. Unless otherwise defined in this Statement of Work, defined terms used in this Statement of Work will have the meaning given to them in the Framework Agreement.
- 2.2. References to an Annex are to an annex(es) of this Statement of Work.

3. TERM

- 3.1. This Statement of Work will commence on [INSERT DATE] (the "Statement of Work Commencement Date") and, unless terminated earlier in accordance with the terms of the Framework Agreement, will continue for a minimum period of [INSERT PERIOD] and will continue thereafter unless and until terminated earlier in accordance with the terms of the Framework Agreement (the "Statement of Work Term").

4. **SERVICES**

4.1. Services: [DETAILS]

5. **SPECIFICATION**

5.1. Client requirements for the Services: [EG SPECIFICATION OR SIMILAR ANNEXED]

6. **CLIENT SPECIFIC OBLIGATIONS**

6.1. The following applies: [INSERT] and will be performed by [DESCRIBE]

7. **SERVICE FEES AND RATES**

7.1. Charging model: ☐ Fixed Price

☐ Time and Materials

7.2. Fees for Services £ [AMOUNT]

8. **DATA PROTECTION**

8.1. A Record of Processing Activities in respect of the activities to be carried out under this Statement of Work is set out in Annex 1 of this Statement of Work.

By signing this document, you agree to be bound by the terms set out in this Statement of Work.

EXECUTION:

SOW Date:	[TO BE INSERTED]
Signature:	In witness hereof, this Statement of Work has been entered into on the SOW Date. Signed for and on behalf of CereCore Signature: Name (Block Capitals): Position: Date: Signed for and on behalf of the Client Signature: Name (Block Capitals): Position: Date:

Annex 1 – Record of Processing

Processing Operations

The Processing activities shall consist of:

[include detailed description of service]

The Personal Data Processed by the Data Processor will be subject to the following basic Processing activities:

Data Subjects

The Personal Data Processed by Data Processor concern the following categories of Data Subjects:

[to complete]

Categories of Data

The Personal Data Processed by Data Processor includes the following categories of data:

[to complete]

Special Categories of Data (if appropriate)

The Personal Data Processed by Data Processor concern the following special categories of data:

[to complete]

Summary of Technical and Organisational Measures

The technical and organisational measures implemented by the Data Processor in order to protect the security of Personal Data processed under this Statement of Work include:

[to complete]

Personal Data Retention Periods

The Data Processor shall hold the Personal Data for no longer than the following specified periods:

[to complete]

Schedule 3 (Change Order)

Title of change:	
Originator:	
Change Order date:	
Effective date:	
Reason for change:	
Agreed financial terms:	
Agreed operational terms:	

This Change Order has been entered into on the Change Order date by execution of an authorised officer of each of the Parties as set out below.

Signed for and on behalf of CereCore International LLP	Signed for and on behalf of [INSERT CLIENT NAME]
Signature:	Signature:
Name (Block Capitals):	Name (Block Capitals):
Position:	Position:
Date:	Date: