

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES**(“Ts and Cs”)****1. Agreement structure**

1.1 The agreement under which AmberWolf will provide Services consists of

- (a) the Statement of Work; and
- (b) any Service Specific Terms; and
- (c) these Ts and Cs; and
- (d) (where applicable) any country-specific schedule

altogether “the Agreement”.

1.2 The Statement of Work is AmberWolf’s offer to supply the Services to the Client on the terms set out in this Agreement and the Statement of Work and is binding on the earlier of (1) the last date of signature by the Client and AmberWolf of the Statement of Work and (2) any act by the Client consistent with its acceptance of the Statement of Work, such as the issue of a purchase order or a request to schedule Services.

1.3 In drafting a Statement of Work, the parties shall calculate the Charges in accordance with the Reference Charges unless otherwise agreed in writing.

1.4 Once a Statement of Work has been agreed and signed by the parties, it can only be amended in accordance with clause 18.

1.5 The terms of a Statement of Work only apply to the Services performed under that Statement of Work and not to Services performed under any other Statement of Work.

1.6 If there is an inconsistency between any of the documents that form the Agreement, the priority shall be as follows:

- (a) the Statement of Work;

- (b) any document attached to or referred to in the Statement of Work including any Service Specific Terms;

- (c) the terms of the main body of this Agreement;

- (d) any Schedules to this Agreement (save for the Statement of Work).

1.7 The Agreement is the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into an Agreement it does not rely on and has no remedies for any statement, representation, assurance or warranty (whether made innocently or negligently) not set out in the Agreement.

2. AmberWolf Responsibilities

2.1 AmberWolf shall use reasonable endeavours to provide the Services and Deliverables to the Client as per the terms and conditions of the Agreement in all material respects.

2.2 AmberWolf shall perform the Services with reasonable skill and care in accordance with the generally recognised standards and practices in its industry and any specific regulatory standards required in the Statement of Work.

2.3 AmberWolf shall perform the Services in a timely and professional manner and shall use reasonable endeavours to meet any performance dates specified in a Statement of Work but these dates are estimates only. Time is not of the essence for the performance of any of AmberWolf’s obligations in the Agreement.

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2.4 AmberWolf may at any time substitute any or all of the AmberWolf Personnel provided such substitution does not reduce the standard of delivery of the Services.

2.5 AmberWolf shall undertake background screening checks in accordance with BS7858 for its employees involved in the provision of Services and its Affiliates shall carry out similar screening in any other relevant jurisdiction for their employees involved in the provision of Services.

2.6 AmberWolf shall obtain and maintain all licences, consents and permissions needed to supply the Services in accordance with the Agreement, excluding any licences, consents and permissions that the Client is expressly responsible for obtaining or maintaining under the Agreement or should reasonably be responsible for obtaining and maintaining.

2.7 AmberWolf shall take reasonable steps to keep Client Equipment safe and secure while in the possession or control of AmberWolf but the Client Equipment shall remain at the sole risk and responsibility of the Client.

2.8 AmberWolf shall, save where the nature of the Services means it is not possible, use reasonable endeavours to ensure the AmberWolf Personnel observe all reasonable health and safety rules and security requirements that apply at any of the Client's premises they access, provided those rules and requirements have been communicated to AmberWolf in advance. AmberWolf shall not be liable if it is unable to perform any of its obligations under the Agreement as a result of observing those rules and requirements.

3. Client Responsibilities

The Client shall:

- (a) complete and sign the Authorisation Form before the Services start to be performed;
- (b) co-operate with AmberWolf in all matters relating to the Services and ensure that its other suppliers co-operate with AmberWolf where reasonably necessary;
- (c) provide the AmberWolf Personnel, in a timely manner, with access to the Client's premises and other facilities as reasonably required by AmberWolf for the performance of the Services, including any access specified in a Statement of Work;
- (d) provide AmberWolf, in a timely manner, with all information and materials reasonably required by AmberWolf to provide the Services, including the items specified in a Statement of Work, and ensure that they are accurate and complete;
- (e) inform AmberWolf of all health and safety and security requirements that apply at any of the Client's premises which the AmberWolf Personnel access;
- (f) provide any Client Equipment specified in the Statement of Work by the dates and in the manner prescribed in that Statement of Work.
- (g) ensure that all the Client Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant legal standards or requirements;
- (h) obtain and maintain all licences, consents and permissions that are necessary to enable AmberWolf to provide the Services including all licences, consents and permissions:
 - (i) needed to allow AmberWolf to use the Client Materials and Client Equipment, and install and

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- operate the AmberWolf Equipment, in connection with the performance of the Services; or
- (ii) otherwise stated as being the Client's responsibility in the Statement of Work;
- (iii) required from third parties to enable the Services to be performed, which may include its internet service provider(s) and any third-party suppliers of its system(s);
- (iv) from any of its personnel who may be monitored;
- (i) maintain any AmberWolf Equipment in the Client's possession or control in good condition and shall not dispose of or use AmberWolf Equipment other than in accordance with AmberWolf's written instructions or authorisation;
- (j) respond promptly to any reasonable requests from AmberWolf for instructions or approvals required to provide the Services; and
- (k) comply with any additional responsibilities of the Client set out in the relevant Statement of Work.
- 3.2 AmberWolf shall not be liable for any Losses incurred by the Client as a result of its use of draft Deliverables. They are provided for feedback only and the Client should not rely on them nor share them with any third parties, save where required to share with regulators and/or their auditors or where AmberWolf has provided its prior written consent to them being shared with named third parties.
- 3.3 To the extent that AmberWolf's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Client or any of its agents, consultants or other supplier, including, but not limited to, the failure to provide or the delay in providing Client Materials, Client Equipment and/or access to Client premises as described in the Statement of Work (Excusing Cause), AmberWolf will not be in breach of the Agreement nor liable for any Losses incurred by the Client as a result of its performance being prevented or delayed. Without prejudice to any other right or remedy it may have, AmberWolf shall be:
- (a) allowed an extension of time to perform its obligations equal to the delay caused by the Excusing Cause or to re-schedule the Services (to be decided by AmberWolf in its discretion); and
- (b) entitled to recover any Losses incurred as a result of the Excusing Cause, including Charges unpaid due to its performance being prevented or delayed.
- 3.4 The Client confirms that, other than for an Affiliate or with AmberWolf's prior written consent, it is not buying the Services for a third party. If it is, the Client must (i) ensure that such Affiliate/third party complies with any applicable terms in the Agreement (ii) be responsible for any breaches by the Affiliate/third party as if committed by themselves. Any potential claims by such Affiliate/third party must be brought by the Client.
- 3.5 The Client confirms that all or part of the Services may be carried out by AmberWolf's Affiliates. AmberWolf will (i) ensure that such Affiliate/third party complies with any applicable terms in the Agreement (ii) be responsible for any breaches by the Affiliate/third party as if committed by themselves.
- 3.6 The Client acknowledges that AmberWolf often allocates its personnel to services weeks in advance and would suffer a loss should the Services be postponed or cancelled on short notice. As such, the Client agrees to pay AmberWolf as pre-estimated liquidated damages the Cancellation/Postponement Fee

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to reflect the losses AmberWolf will incur if the Client cancels or postpones any or all of the Services on less than 10 Business Days' notice.

- 3.7 The Client acknowledges that any Deliverables, including but not limited to, any reports and recommendations provided by AmberWolf, reflect AmberWolf's findings on the state of the Client's systems and available information at the specific point in time at which the applicable Services were provided and that they may not therefore reflect the current position of the Client's systems.

4. Access to Systems

- 4.1 Where AmberWolf or any of the AmberWolf Personnel is permitted access to any of the Client's systems, including any equipment, software, hardware or firmware, database or file, whether directly or remotely ("Access"):

- (a) all Access shall be strictly limited to that part of the Client's system or computer system, software, hardware or firmware (as the case may be) as is required for proper performance of AmberWolf's obligations under the Agreement; and
- (b) except as required to perform the Services, AmberWolf and the AmberWolf Personnel who carry out the Services shall comply with all security audit and other procedures and requirements of the Client as notified to AmberWolf from time to time in relation to Access.

- 4.2 AmberWolf shall procure that only those AmberWolf Personnel who carry out the Services shall be permitted Access and such Access shall be to the extent strictly necessary for the proper performance of that person's duties under the Agreement.

5. Non-solicitation and employment

- 5.1 During the term of the Agreement and for twelve months after its termination or expiry, the Client shall not (and shall procure that none of its Affiliates shall), without the prior written consent of AmberWolf:

- (a) solicit or entice away (or attempt to solicit or entice away) any Restricted Person from the employment or service of AmberWolf (or any of its Affiliates), other than by means of a public recruitment campaign open to all-comers and not specifically targeted at the staff of AmberWolf or any of its Affiliates; or
- (b) employ or engage any Restricted Person.

Restricted Person means any person employed or engaged by AmberWolf or any of its Affiliates during the Term who is or has been involved in the provision of the Services or the management of the Agreement.

- 5.2 If the Client commits a breach of clause 5.1, the Client shall, on demand, pay to AmberWolf a sum equal to one year's basic salary, plus the recruitment costs incurred in replacing that person.

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- 6.1 Any estimate of charges or quotation provided by AmberWolf shall only be valid for 30 days from the date on which it is provided.
- 6.2 In consideration of the provision of the Services by AmberWolf, the Client shall pay the Charges. Payment of invoices shall not be conditional on AmberWolf's use of any particular payment processing system or its agreement to additional terms and conditions. If use of such processing system is required, the Client shall compensate AmberWolf for any costs, liability or expenses it incurs in connection with the use of such system.
- 6.3 Where the Charges are calculated on a time and materials basis:
- (a) AmberWolf's fee rates for each individual person are as set out in the Statement of Work;
 - (b) daily fee rates are calculated on the basis of a 7.5-hour day, worked during Business Hours. AmberWolf shall charge on a pro rata basis for part days worked by AmberWolf Personnel during Business Hours;
 - (c) AmberWolf may charge for work outside Business Hours at the overtime rates set out in the Statement of Work; and
 - (d) AmberWolf shall indicate the time spent per individual in its invoices.
- 6.4 The Client shall reimburse AmberWolf for the following expenses and third party costs which are excluded from the Charges:
- (a) the cost of hotel, travel, subsistence and any other ancillary expenses reasonably incurred by AmberWolf Personnel in the performance of the Services; and
- (b) the cost to AmberWolf of any materials or services procured by AmberWolf from third parties for the provision of the Services.
- 6.5 AmberWolf may increase the Reference Charges and the Charges (where calculated in accordance with the Reference Charges) on an annual basis with effect from each anniversary of the Effective Date by the greater of (1) the percentage increase in the UK RPI in the previous 12-month period and (2) the Bank of England base rate plus 2%. AmberWolf shall give the Client not less than 30 days' prior notice of each increase in the Reference Charges or Charges.
- 6.6 Any increase in the Reference Charges shall affect:
- (a) the Charges (to the extent that they are calculated in accordance with the Reference Charges) in Statements of Work in force at the date the increase takes effect; and
 - (b) the calculation of the Charges for Statements of Work entered into after the date the increase takes effect.
- 6.7 Unless otherwise agreed in the Statement of Work, AmberWolf shall invoice the Client for the Charges in full on signature by the Client of the Statement of Work.
- 6.8 Subject to clause 6.7, AmberWolf shall invoice the Client for expenses and third-party costs in accordance with AmberWolf's expenses policy. AmberWolf shall provide invoices or receipts for expenses and third-party costs if requested by the Client.

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- 6.9 The Client shall pay each invoice submitted to it by AmberWolf within 30 days of the date of invoice to a bank account nominated in writing by AmberWolf from time to time.
- 6.10 Without prejudice to any other right or remedy that AmberWolf may have, if the Client fails to pay AmberWolf any sum due under the Agreement on the due date:
- (a) the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.10(a) will accrue at 8% a year above the Bank of England's base rate from time to time calculated on a daily basis, but at 8% a year for any period when that base rate is below 0% as well as fixed compensation costs and reasonable debt recovery costs in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; and
 - (b) AmberWolf may suspend all or part of the Services until payment has been made in full.
- 6.11 All sums payable to AmberWolf under the Agreement:
- (a) are exclusive of VAT, and the Client shall, in addition, pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
 - (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If any deduction or withholding is required by law, the Client shall pay to AmberWolf such amount as will, after the deduction or withholding has been made, leave AmberWolf with the same amount as it would have been entitled to receive in the absence of a requirement to make a deduction or withholding.
- Intellectual property rights**
- AmberWolf and its licensors shall retain ownership of all Intellectual Property Rights arising out of or relating to the Services, including in the Deliverables, excluding any Client Materials contained within them.
- Subject to clause s 7.4 and 7.5 and to payment of the Charges, AmberWolf grants to the Client a non-exclusive, royalty-free, non-transferable (except in accordance with clause 17), perpetual licence to use and copy the Deliverables (excluding the Client Materials) to the extent required to receive the benefit of the Services for the purpose for which they are supplied.
- 7.3 The Client may not sub-licence the rights granted in clause 7.2 or disclose any Deliverables to anyone, whether in whole or in part, other than (i) to its clients/prospective clients where required for due diligence purposes (ii) to its Affiliates (iii) where such disclosure is required by law, regulation or the national or public interest or (iv) where AmberWolf has agreed in writing to such sub-licence or disclosure in advance. AmberWolf accepts no responsibility for any reliance placed on any Deliverables by any person other than the Client.
- 7.4 The Client acknowledges that AmberWolf may need to include Third Party Materials

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which cannot be licensed on the terms of clause 7.2 within the Deliverables. AmberWolf shall grant to the Client a licence (at the Client's cost) to use any Third Party Materials included in the Deliverables on the terms permitted by the third party. The Client shall comply with the terms (including any usage restrictions) that apply to the Third Party Materials and which have been provided to the Client in writing.

7.5 AmberWolf's licensing of Intellectual Property Rights in relation to any Deliverable (including any Third Party Materials contained within that Deliverable) is subject to AmberWolf receiving payment of all Charges and other sums attributable to the relevant Deliverable.

7.6 The Client and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials. The Client grants to AmberWolf a non-exclusive, royalty-free, non-transferable (except in accordance with clause 17) licence to use, copy and modify the Client Materials during the term of the Agreement for the purpose of providing the Services to the Client. AmberWolf may grant sublicences of the Client Materials to its Affiliates, subcontractors and other suppliers where necessary for the performance of the Services.

7.7 AmberWolf:

- (a) warrants that the supply, receipt and use of the Deliverables by the Client and its permitted sub-licensees shall not infringe the Intellectual Property Rights of any third party;
- (b) shall indemnify the Client against all Losses incurred by the Client as a result of any claim that the supply, receipt or use of the Deliverables infringes the Intellectual Property Rights of any third party (**AmberWolf IPR Claim**); and
- (c) shall not be liable under the warranty in clause 7.7(a) or the indemnity in clause 7.7(b) to the extent that the actual or alleged infringement arises from:
 - (i) the use of Client Materials in the development of, or the inclusion of Client Materials in, any Deliverables;
 - (ii) any changes made to the Deliverables without AmberWolf's prior written consent (not to be unreasonably withheld);
 - (iii) compliance with any Client Group Member's specifications or instructions for the development of the Deliverables;
 - (iv) the use of the Deliverables in combination with any other materials not supplied or approved in writing by AmberWolf (approval not to be unreasonably withheld);
 - (v) the use of the Deliverables for a purpose or in a manner not authorised in writing by AmberWolf or the failure of any Client Group Member to adhere to AmberWolf's instructions for the use of the Deliverables; or

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- (vi) the Client's failure to comply with the terms of any licence for Third Party Materials.
- 7.8 If any AmberWolf IPR Claim is made, or in AmberWolf's reasonable opinion is likely to be made, against the Client, AmberWolf may, at its expense:
- (a) procure for the Client the right to continue to use the Deliverables, or relevant part of the Deliverables, in accordance with the terms of this agreement; or
 - (b) modify or replace the Deliverables with non-infringing versions, provided that the modified or replaced versions are at least equivalent in terms of functionality, quality and performance as the original versions; and
 - (c) if clause 7.8(a) and clause 7.8(b) are not reasonably practicable, terminate the Client's right to use the Deliverables affected by the AmberWolf IPR Claim with immediate effect by notice in writing to the Client and refund any of the Charges paid by the Client as at the date of termination in respect of the affected Deliverables (less a reasonable sum in respect of the Client's use of the Deliverables to the date of termination) on return of all copies of the Deliverables which are capable of return.
- 7.9 The Client:
- (a) warrants that the supply, receipt and use of the Client Materials in the performance of this agreement shall not infringe the Intellectual Property Rights of any third party;
- (b) shall indemnify each AmberWolf Group Member against all Losses incurred by that AmberWolf Group Member as a result of any claim that the supply, receipt or use of the Client Materials infringes the Intellectual Property Rights of any third party; and
 - (c) shall not be liable under the warranty in clause 7.9(a) or the indemnity in clause 7.9(b) to the extent that the actual or alleged infringement arises from the use of the Client Materials for a purpose or in a manner not authorised by the Client.
- 7.10 If a third party brings a claim against either party or any of its Affiliates (each an **Indemnified Person**) or notifies an Indemnified Person of its intention to do so, and that claim may reasonably be considered likely to give rise to a liability under an indemnity in this clause 7 (**Claim**), that party shall, or shall procure that its Affiliate will:
- (a) as soon as reasonably practicable, notify the party giving the indemnity (**Indemnifying Party**) of the Claim, specifying the nature of the Claim in reasonable detail;
 - (b) allow the Indemnifying Party, at the Indemnifying Party's cost, to conduct all negotiations and proceedings in relation to the Claim and to settle or compromise the Claim, provided that the Indemnifying Party may not settle or compromise the Claim unless it involves only the payment of

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money by the Indemnifying Party and includes a complete release of the Indemnified Persons;

materially increase AmberWolf's obligations or costs under the Agreement.

- (c) not make any admission of liability, settlement or compromise in relation to the Claim without the prior written consent of the Indemnifying Party (that consent not to be unreasonably withheld or delayed); and

- (d) provide the Indemnifying Party, at the Indemnifying Party's cost, with reasonable information, assistance and co-operation in responding to and defending the Claim.

8. Contract management and governance

- 8.1 Each party's Contract Manager shall oversee the delivery and receipt of the Services and be the principal point of contact for the other party. They shall have the authority to make decisions and act on its behalf. Either party may replace its Contract Manager on reasonable notice to the other. AmberWolf is not obliged to carry out instructions from anyone other than the Client Contract Manager unless authorisation is subsequently obtained from the Client Contract Manager.

9. Compliance with laws and policies

- 9.1 Each party will comply with all Applicable Laws.
- 9.2 AmberWolf shall comply with the Client Policies listed in the Statement of Work, save where the nature of the Services means compliance is not possible. Any changes to the Client Policies must be promptly notified to AmberWolf and will only be accepted where they do not

10. Data protection

- 10.1 For the purposes of this clause 10, the terms **Commissioner, controller, data subject, personal data, personal data breach, processor** and **processing** shall have the meaning given to them in Applicable Data Protection Laws.

- 10.2 Each party shall comply with all Applicable Data Protection Laws in its processing of personal data under or in connection with this agreement. This **Error! Bookmark not defined.**10 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

- 10.3 The parties have determined that, for the purposes of Applicable Data Protection Laws:

- (a) AmberWolf shall process the personal data set out in paragraph **10.1** of the Statement of Work as processor on behalf of the Client; and
- (b) AmberWolf shall act as an independent controller in relation to the personal data and processing activities set out in paragraph **10.2** of the Statement of Work.

- 10.4 Without prejudice to the generality of clause 10.2, the Client shall ensure that it has all necessary consents and notices in place to enable the Shared Personal Data and Client Personal Data to be lawfully transferred to or collected by AmberWolf, and further

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- processed by AmberWolf, in connection with the performance of the Agreement.
- 10.5 In relation to the Client Personal Data, each Statement of Work sets out the scope, nature and purpose of processing by AmberWolf, the duration of the processing and the types of personal data and categories of data subject.
- 10.6 Without prejudice to clause 10.2, AmberWolf shall, in relation to Client Personal Data:
- (a) process that Client Personal Data only on the documented instructions of the Client set out in the applicable Statement of Work unless AmberWolf is required by Applicable Laws to otherwise process that Client Personal Data (**Purpose**). Where AmberWolf is relying on Applicable Laws as the basis for processing Client Processor Data, AmberWolf shall notify the Client of this before performing the processing unless prohibited from doing so by those Applicable Laws. AmberWolf shall inform the Client if, in the opinion of AmberWolf, the instructions of the Client infringe Applicable Data Protection Laws. AmberWolf may suspend the provision of the Services until the parties have agreed revised instructions which are not infringing;
 - (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Client Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data;
 - (c) ensure that any AmberWolf Personnel authorised by AmberWolf to process Client Personal Data are obliged to keep that personal data confidential;
 - (d) assist the Client insofar as this is possible (taking into account the nature of the processing and the information available to AmberWolf), and at the Client's cost and written request, in responding to any request from a data subject and in ensuring the Client's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with the Commissioner or other regulators;
 - (e) notify the Client without undue delay on becoming aware of a personal data breach;
 - (f) at the written direction of the Client, delete or return to the Client all Client Personal Data when it is no longer needed to perform the Services and in any event on termination or expiry of the Agreement unless AmberWolf is required by Applicable Law to continue to process that Client Personal Data or it is contained in the Deliverable. For the purposes of this clause 10.6(f), Client Personal Data shall be considered deleted where it is put beyond further use by AmberWolf; and
 - (g) make available information to the Client to demonstrate its compliance with this clause 10, and allow for audits by the Client

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(or the Client's designated professional auditors) for this purpose on reasonable notice, provided that AmberWolf is not obliged to allow more than one audit in any 12 month period or make available any information that concerns any other customer of AmberWolf (or any of its Affiliates) or could compromise the security of AmberWolf's systems or cause it to breach any legal obligation. AmberWolf is not obliged to grant access to any third party auditor until that auditor signs a confidentiality agreement with AmberWolf on terms reasonably satisfactory to AmberWolf.

10.7 The Client provides its prior, general authorisation for AmberWolf to:

- (a) appoint sub-processors to process the Client Personal Data, provided that AmberWolf:
 - (i) ensures that the terms on which it appoints any processor comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on AmberWolf in this clause 10;^{11.1}
 - (ii) remains responsible for the acts and omissions of any sub-processor as if they were the acts and omissions of AmberWolf; and
 - (iii) informs the Client of any intended changes concerning the addition or replacement of sub-processors, giving the Client the opportunity to object to changes, provided that if the Client objects to a change and

cannot demonstrate, to AmberWolf's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Client shall indemnify AmberWolf for any Losses incurred by AmberWolf in accommodating the objection; and

- (b) transfer Client Personal Data outside of the UK as required for the Purpose, provided that AmberWolf shall ensure that all transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Client shall promptly comply with any reasonable request of AmberWolf, including any request to enter into standard data transfer clauses adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer) or any other applicable data protection regulator.

Confidentiality

Each party shall keep the other party's Confidential Information secret and confidential and shall not:

- (a) use that Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement (**Permitted Purpose**); or
- (b) disclose that Confidential Information in whole or in part to any person, except as permitted by clause 11.2.

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- 11.2 Each party may disclose the other party's Confidential Information:
- (a) to those of its and its Affiliates' employees, officers, representatives, independent contractors, subcontractors and advisers who need to know that information for the Permitted Purpose (**Representatives**). Each party shall ensure that its Representatives comply with confidentiality obligations which are substantially equivalent to those in this clause 11; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and
 - (c) for the purpose of national interest disclosures.
- 11.3 The provisions of this clause 11 shall continue to apply for a period of five years after termination or expiry of the Agreement.
- 12. Insurance**
- 12.1 During the Term and for 6 years afterwards, AmberWolf will maintain in force adequate insurance, with a reputable insurance company, to cover its potential liabilities under or in connection with the Agreement, including:
- (a) public liability insurance with a limit of no less than £1,000,000 per claim; and
 - (b) professional indemnity insurance with a limit of no less than £1,000,000 for claims arising from a single event or series of related events in a single calendar year.
- 12.2 On the Client's written request, AmberWolf will provide the Client with a certificate of insurance from each of its insurers evidencing the insurance required by this Agreement and a receipt for the current year's premium in respect of each insurance.
- 13. Limitation of liability**
- 13.1 The following definitions apply in this clause 13::
- (a) **default:** any act or omission resulting in one party incurring liability to the other; and
 - (b) **liability:** every kind of liability arising under or in connection with this agreement including liability in contract, tort (including negligence), or otherwise.
- 13.2 Nothing in the Agreement limits or excludes:
- (a) liability for death or personal injury caused by negligence;
 - (b) liability for fraud or fraudulent misrepresentation;
 - (c) any liability that cannot legally be limited; or
 - (d) the Client's liability for its payment obligations under the Agreement, breach of clause 7 (Intellectual

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property rights) or clause 11 (Confidentiality).

13.3 Subject to clause 13.2, AmberWolf's total liability for all other loss or damage is the lesser of £500,000 and 100% of the Charges paid or payable to AmberWolf under the applicable Statement of Work giving rise to the claim. AmberWolf shall have no liability for a claim unless it is notified of it in writing with identification of the event and reasonable detail of the grounds for the claim within six months of the date on which the Client became, or ought to have to become, aware of the event giving rise to the claim.

13.4 Subject to clause 13.2, neither party shall have any liability for:

- (a) loss of profits (including loss of savings);
- (b) loss of business or business opportunity;
- (c) loss of, or corruption of software, data or information;
- (d) loss of or damage to goodwill; or
- (e) indirect or consequential loss.

13.5 AmberWolf has given commitments as to compliance of the Services with relevant specifications in clause 2. In view of these commitments, all conditions, warranties, representations or other terms that might otherwise be implied into this agreement are, to the fullest extent permitted by law, excluded from this agreement, including the conditions and terms implied by sections 13 to 16 of the Supply of Goods and Services Act 1982.

14. Termination

14.1 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by notifying the other party if:

- (a) the other party commits a material breach of any term of the Agreement that:
 - (i) is not capable of remedy; or
 - (ii) if capable of remedy, is not remedied within a period of 28 days after being notified to do so (14 days in the case of the Client's failure to provide Client Equipment/Client Materials/access to the systems required to enable the provision of the Services);
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in section 123(1)(e) or 123(2) of the IA 1986;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

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| <p>(d) the other party applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;</p> <p>(e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;</p> <p>(f) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party;</p> <p>(g) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;</p> <p>(h) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;</p> <p>(i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and that attachment or process is not discharged within 14 days;</p> <p>(j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.1(b) to clause 14.1(i) (inclusive);</p> | <p>(k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or</p> <p>(l) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.</p> <p>14.2 Without affecting any other right or remedy available to it, AmberWolf may terminate the Agreement with immediate effect by notifying the Client if the Client fails to pay any amount due under the Agreement by the due date for payment and remains in default not less than 5 days after being notified to make that payment.</p> <p>14.3 Either party may terminate this agreement where it has the right to do so under clause 16.4.</p> <p>14.4 In any of the circumstances in which a party may terminate the Agreement, that party may instead terminate any Statement(s) of Work. Each party shall perform its obligations under clause 15.1 in relation to any terminated Services.</p> <p>15. Obligations on termination and survival</p> <p>15.1 Obligations on termination</p> <p>On termination of the Agreement:</p> <p>(a) the Client shall immediately pay to AmberWolf all AmberWolf's unpaid invoices and interest and, where no invoice has been submitted for Services supplied, AmberWolf may submit an invoice for work performed and expenses incurred prior to termination, which shall be payable immediately on receipt;</p> <p>(b) each party shall, unless otherwise agreed in writing by the other party,</p> |
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return to the other party all equipment, materials and other property in its possession or control that belong to the other party and were supplied in connection with the Agreement;

- (c) AmberWolf shall comply with the requirements of clause 10.6(f) in relation to Customer Personal Data; and
- (d) the Customer may request AmberWolf to carry out handover services. AmberWolf may carry out such services if both parties agree the terms on which the services will be provided.

15.2 Survival

- (a) On termination of the Agreement as a whole, all existing Statements of Work shall continue unless both parties agree in writing to terminate some or all of them. The termination of any individual Statement(s) of Work only will not affect the operation of the Agreement or any other Statements of Work.
- (b) Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect, including the definitions, clause 5, clause 7, clause 10.6(f), clause 12, clause 13, clause 15, clause 25, clause 26 and clause 27.
- (c) Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the

date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

Force majeure

Force Majeure Event means any circumstance not within a party's reasonable control including:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination, or sonic boom;
- (e) any law or action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the staff of the party seeking to rely on this clause or those of its subcontractors or Affiliates)];
- (h) non-performance by suppliers or subcontractors (other than by Affiliates of the party seeking to rely on this clause); and
- (i) interruption or failure of utility service.

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16.2 A party (**Affected Party**) shall not be liable for any failure or delay in performing any of its obligations under this agreement for so long as, and to the extent that, its performance is prevented, hindered or delayed by a Force Majeure Event.

16.3 The Affected Party shall

- (a) promptly notify the other party of the start of a Force Majeure Event; and
- (b) use all reasonable endeavours to limit the effect of the Force Majeure Event on the performance of its obligations.

16.4 If the Affected Party has not resumed full performance of any of its obligations suspended under clause 16.2 within 60 days after giving notice of the start of the Force Majeure Event, either party may terminate the Agreement by giving not less than 30 days' notice to the other party.

17. Assignment and other dealings

17.1 Subject to clause neither party shall assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement without the prior written consent of the other party (consent not to be unreasonably withheld or delayed).

17.2 Either party may, after giving prior notice to the other party, assign, novate or transfer

any or all of its rights and obligations under the Agreement to:

- (a) an Affiliate of that party from time to time; or
- (b) any person to which it transfers that part of its business to which this agreement relates.

17.3 AmberWolf may subcontract or delegate any or all of its obligations under the Agreement to any third party, provided that it:

- (a) only subcontracts or delegates obligations to reputable third parties; and
- (b) remains responsible for the performance of the Agreement and liable for all acts and omissions of third parties to which it subcontracts or delegates obligations as if they were its own.

17.4 The Client will promptly notify AmberWolf if it is subject to a change of Control.

18. Variation

No variation of the Agreement or a Statement of Work shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19. Waiver

19.1 A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

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

20. Severance

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of the Agreement.

21. No partnership or agency

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

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

22. Third party rights

22.1 Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

The rights of the parties to rescind or vary the Agreement are not subject to the consent of any other person.

Notices

Any notice given to a party under or in connection with the Agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service to the address given at the start of this agreement (or a substitute address notified by that party to the other party); or
- (b) sent by email to the following address (or a substitute email address notified by that party to the other party):
 - (i) for notices to the Client: [ADDRESS].
 - (ii) for notices to AmberWolf: legal@amberwolf.com.

23.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the third Business Day after posting; or
- (c) if sent by email, at the time of transmission or, if this time falls outside Business Hours, when business hours resume.

23.3 This clause 23 does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any

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arbitration or other method of dispute resolution.

24. Announcements

Neither party shall make any public announcement about the Services to be provided under the Agreement, without the prior written consent of the other party.

25. Dispute Resolution Procedure

25.1 If a dispute arises out of or in connection with the Agreement or a Statement of Work or the performance, validity or enforceability of the Agreement or a Statement of Work (**Dispute**) then the parties shall follow the following procedure save as stated otherwise in the Agreement or Statement of Work:

- (a) Either party shall give the other written notice of the Dispute, including its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Client's Contract Manager and AmberWolf's Contract Manager shall attempt in good faith to resolve the Dispute;
- (b) If they cannot resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to a Director of AmberWolf and a Director of the Client who shall attempt in good faith to resolve it; and
- (c) If they cannot resolve the Dispute within 30 days of it being referred to them, the parties agree to enter into mediation in good faith to settle the

Dispute in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To start the mediation, a party must serve notice in writing (**ADR Notice**) to the other party to the Dispute, referring the dispute to mediation. A copy of the ADR Notice should be sent to CEDR. Unless otherwise agreed between the parties, the mediation will start not later than thirty days after the date of the ADR Notice.

25.2 The parties must follow the process above before they can commence or continue court proceedings save where the dispute relates to non-payment of Charges.

26. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall, subject to clause 25, be governed by and construed in accordance with the law of England and Wales.

27. Jurisdiction

Each party irrevocably agrees that, subject to clause 25, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

Definitions



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

AmberWolf Contract Manager: the AmberWolf form, the principal point(s) of contact for managing this AmberWolf to provide the Services, without which agreement on behalf of AmberWolf, as notified to the Client from time to time.

AmberWolf Equipment: any equipment, including hardware, tools, systems, cabling or devices, used by AmberWolf or its subcontractors in the supply of the Services, including any items specified in a Statement of Work but excluding any items which are hired or loaned from the Client.

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

AmberWolf Group Member: AmberWolf or any of its Affiliates.

AmberWolf Personnel: all employees, workers, agents, consultants, contractors and other representatives of AmberWolf, or any of its subcontractors, who are engaged in the performance of this agreement from time to time, and AmberWolf Person means any of them.

Anti-Bribery Laws: any and all statutes, statutory instruments, by-laws, orders, directives, treaties, decrees and laws (including any common law, judgment, demand, order or decision of any court, regulator or tribunal) the aim of which is to prevent bribery and/or corruption in any jurisdiction.

Applicable Data Protection Laws: all Applicable Laws relating to the protection of personal data and know-how. It does not include information that: the privacy of individuals, including the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and, where the Services are to be provided in the EU, the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council.

Applicable Laws: all applicable laws, statutes, regulations from time to time in force to which

Authorisation Form: the AmberWolf form, the completion and signing of which authorises AmberWolf to provide the Services, without which agreement on behalf of AmberWolf could breach the Computer Misuse Act 1990 (UK) or other similar or analogous legislation in any relevant jurisdiction.

Business Hours: the period from 9.30 am to 5.00 pm on any Business Day.

Cancellation/Postponement Fee: the fee described as such in the relevant Statement of Work.

Charges: the fees payable for the Services, as described in each Statement of Work.

Confidential Information: all information (however recorded or preserved) that one party or any of its Affiliates (**discloser**), directly or indirectly, discloses or makes available to the other party or any of its Affiliates (**recipient**) in connection with this agreement and which would be regarded as confidential by a reasonable businessperson. It includes any information relating to the Reference Charges, the Charges or the either party's

a) is or becomes generally available to the public (other than as a result of the recipient's breach);

b) was available to the recipient on a non-confidential basis before disclosure by the discloser;

c) was, is or becomes available to the recipient on a non-confidential basis from a person who, to the recipient's knowledge, is not bound by a



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confidentiality agreement with the discloser or **Client Personal Data**: any personal data which otherwise prohibited from disclosing the information to AmberWolf processes in connection with this the recipient; agreement on behalf of the Client.

d) is developed by or for the recipient **Client Policies**: the Client's business policies and independently of the information disclosed by the codes that AmberWolf and the Client have agreed discloser; or that AmberWolf should comply with when providing

e) the parties agree in writing is not **Services** under a Statement of Work (subject to anything to the contrary in the Agreement). confidential or may be disclosed.

Confidential Information includes the content of the **Deliverables**: the output(s) of the Services to be provided by AmberWolf to the Client as specified in Deliverables as well as any information verbally a Statement of Work. disclosed to the Client and/or the Client's Affiliates

about AmberWolf's tools, software, processes or **Intellectual Property Rights**: patents, utility methods used or intended for use by it in its business. models, rights to inventions, copyright and related

Contract Manager: the Client Contract Manager or rights, moral rights, trade marks and service marks, AmberWolf Contract Manager, as the case may be. business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for

Control: the beneficial ownership of more than 50% of passing off, rights in designs, rights in computer the issued share capital of a company or the legal software, database rights, rights to use, and protect power to direct or cause the direction of the general the confidentiality of, confidential information management of the company, and **controls** and (including know-how and trade secrets) and all **controlled** shall be interpreted accordingly. other intellectual property rights, in each case

Client Contract Manager: the Client's principal whether registered or unregistered and including all point(s) of contact for managing this agreement on applications and rights to apply for and be granted behalf of the Client, as notified to AmberWolf from time renewals or extensions of, or to claim priority from, to time. those rights and all similar or equivalent rights or

Client Equipment: any equipment, including tools, or in the future in any part of the world. systems, cabling or facilities, provided by or on behalf

of the Client to AmberWolf for use in the supply of the **Losses**: all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, Services, including any items specified in a Statement loss of savings and loss of opportunity), fines, of Work. awards, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity

Client Group Member: the Client or any of its Affiliates. basis) and reasonable professional costs and expenses).

Client Materials: all documents, information, software, items and materials in any form (whether owned by the Client or a third party), which are provided by the Client to AmberWolf in connection with the Services including as per clause 6.1(d) and as specified in a Statement of Work. **Reference Charges**: the standard charges for the Services or the framework for calculating them as set out in Schedule 2.



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Service Specific Terms: any additional terms and **UK GDPR:** has the meaning given to it in section 3(10) conditions applicable only to specific services and (as supplemented by section 205(4)) of the Data provided with the Statement of Work. Protection Act 2018.

Services: the services set out in a Statement of Work. **VAT:** value added tax or any equivalent tax chargeable in the UK or elsewhere.

Shared Personal Data: any personal data which the AmberWolf receives from the Client, or otherwise collects, in connection with the performance of this agreement and processes in the capacity of a controller.

Statement of Work: a statement of work describing the Services to be provided by AmberWolf and substantially in the form of Schedule 1.

Third Party Materials: all documents, information, software items and other materials in any form belonging to a third party which AmberWolf uses in connection with the Services.



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Schedule 1 Template Statement of Work

This Statement of Work Number [NUMBER] is dated [DATE] and made between:

1. **AmberWolf Limited** incorporated and registered in England and Wales with registration number 13661010 whose registered office is at 3 Greengate Cardale Park, Harrogate, North Yorkshire, HG3 1GY (**AmberWolf**)
2. [FULL CUSTOMER NAME] incorporated and registered in England and Wales with registration number [NUMBER] whose [registered office **OR** principal place of business] is at [ADDRESS] (**Customer**)

Background

This Statement of Work is issued under and subject to all the terms of the Master Services Agreement dated [DATE] between AmberWolf and the Customer (**Agreement**) and constitutes a Statement of Work for the purposes of the Agreement.

The Services under this Statement of Work will start on or around [DATE] and, unless terminated earlier in accordance with the Agreement, terminate on or around [[DATE] **OR** when the Services are completed].

1. Services

[SERVICES TO BE PROVIDED]

Please note:

- Reporting time is included
- Re-testing is out of scope save as stated otherwise
- An additional Charge may be incurred if individual reports are required for each phase of work

2. Deliverables

[DELIVERABLES TO BE PROVIDED]

3. Estimated Performance dates

[DATES]

Any final report will be provided within approximately 28 days of the date on which AmberWolf completes its advanced technical services/risk management consultancy services if no estimated performance date for delivery of the report is stated above.



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4. Place where Services are to be provided/Access to Customer premises or systems

[SPECIFY WHETHER SERVICES TO BE PERFORMED REMOTELY OR AT A SPECIFIC LOCATION
E.G. CUSTOMER PREMISES]

5. Customer Equipment/information/materials

[LIST THE EQUIPMENT, INFORMATION AND MATERIALS THE CUSTOMER NEEDS TO PROVIDE
AND DATE BY WHICH IT IS TO BE PROVIDED TO ENABLE AMBERWOLF TO PROVIDE THE
SERVICES]

6. [AmberWolf Equipment]

[SPECIFY]

7. [Customer Policies]

[LIST THE CUSTOMER POLICIES WITH WHICH IT HAS BEEN AGREED AMBERWOLF WILL
COMPLY WHEN PROVIDING THE SERVICES]

The Customer acknowledges that, in light of the nature of the Services, AmberWolf may not be able to fully comply with all policies listed as set out in clause 9.2 of the Ts and Cs.

8. Charges

8.1 In full consideration for the AmberWolf's performance of the Services, the Customer shall pay the Charges described in this section.

8.2 Fixed price:

(a) The total Charges for the [Services OR [PART OF THE SERVICES CHARGED ON A
FIXED PRICE BASIS]] are £[AMOUNT].

(b) The[se] Charges are calculated as follows: [CALCULATION METHOD].

8.3 Time and materials:

(a) The [Services OR [RELEVANT PART OF THE SERVICES]] shall be charged on a
time and materials basis as follows:

(i) The [daily OR hourly] rates for the AmberWolf Personnel are: [SPECIFY].

(ii) The weekend and overtime rates for the AmberWolf Personnel are:
[SPECIFY].

8.4 **Expenses:** AmberWolf shall re-charge at cost any reasonable expenses it incurs in the
provision of the Services. [Such expenses will be capped at [£]].



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8.5 Invoicing:

EITHER

[AmberWolf shall invoice the Customer for the Charges in full on signature by the Customer of this Statement of Work].

OR

[AmberWolf shall invoice the Customer for the Charges on the following schedule: [SPECIFY].]

8.6 Third party materials and services:

- (a) The following materials and services procured from third parties can be invoiced to the Customer in addition to the Charges: [DETAILS].

9. Cancellation/Postponement Fee

The Customer will be charged a Cancellation/Postponement Fee if the Customer postpones or cancels all or part of the Services on less than 10 Business Days' notice before the planned date for such Services to be performed.

EITHER

[IF A FIXED FEE - The Cancellation/Postponement Fee will be an amount equal to []].

OR

[IF FEE BASED ON TIME AND MATERIALS – The Cancellation/Postponement Fee will be 100% of the Charges for any work scheduled to take place within that 10 Business Day period.]

Further, if AmberWolf's performance of this Statement of Work is prevented or delayed by the Customer as described in clause 6.3 of the Master Services Agreement, AmberWolf will be entitled to recover Losses as described therein.

10. Personal Data

10.1 The following sets out the details of AmberWolf's processing of Customer Personal Data:

- (a) **Scope.** [SUBJECT MATTER OF THE PROCESSING. FOR EXAMPLE, NAME OF THE SPECIFIC SERVICE THAT INVOLVES PROCESSING.]
- (b) **Nature.** [DESCRIPTION OF THE TYPE OF PROCESSING, FOR EXAMPLE, DATA COLLECTION, STORAGE, SHARING AND SO ON.]

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(c) **Purpose of processing.** [DESCRIPTION OF THE PURPOSES OF THE PROCESSING. FOR EXAMPLE, RECRUITMENT, DIRECT MARKETING AND SO ON.]

(d) **Duration of processing.** [PERIODS FOR WHICH THE DATA WILL BE PROCESSED. THIS IS LIKELY TO BE THE DURATION OF THE SERVICES.]

(e) **Types of personal data.** [TYPES OF PERSONAL DATA TO BE PROCESSED SUCH AS NAMES, CONTACT DETAILS AND SO ON.]

(f) **Categories of data subject.** [CATEGORIES OF DATA SUBJECTS SUCH AS EMPLOYEES, CUSTOMERS AND SO ON.]

(g) **Technical and organisational measures.** [DETAILS.]

10.2 AmberWolf shall process the following Shared Personal Data as an independent controller for the following purpose(s):

- (a) the names and contact details of Customer staff, consultants and suppliers which the Customer shares with AmberWolf for the purpose of performing the Services; and

11. [Licences, consents and permissions]

[DETAILS OF ANY LICENCES, CONSENTS AND PERMISSIONS NEEDED FOR THE SERVICES AND WHICH PARTY IS RESPONSIBLE FOR OBTAINING THEM.]

12. Special terms

13. [ANY ADDITIONAL TERMS THAT APPLY]

14. This Statement of Work has been entered into on the date stated at the beginning of it.

Signed by [NAME]	
for and on behalf of AmberWolf Limited	[TITLE]
Signed by [NAME]	
for and on behalf of [NAME OF CUSTOMER]	[TITLE]



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Schedule 2 Reference Charges

Fixed price: [PRE-AGREED PRICES FOR PARTICULAR SERVICES OR METHOD OF CALCULATING FIXED PRICE]

Time and materials:

- [Daily **OR** HOURLY] rates for AmberWolf Personnel: [RATES FOR MEMBERS OF THE AMBERWOLF'S TEAM]
- Weekend and overtime rates for AmberWolf Personnel: [WEEKEND AND OVERTIME RATES OF MEMBERS OF THE AMBERWOLF'S TEAM]