



ZENEESHA

PARTNERS IN GROWTH

**Terms and
Conditions**

**G-Cloud 15: Lot 3
Cloud Support**

Contents

1.	Definitions and interpretation.....	3
2.	Term of Engagement	6
3.	Planning of the Services.....	7
4.	Duties and obligations.....	7
5.	Staffing of the Services.....	8
6.	Acceptance	9
7.	Fees for the Services.....	9
8.	Expenses.....	9
9.	Terms of Payment	10
10.	Place of Performance.....	11
11.	Confidential Information	11
12.	Intellectual Property Rights	12
13.	Materials supplied	13
14.	Data protection.....	14
15.	Duration	16
16.	Termination	16
17.	Force Majeure.....	17
18.	Liability.....	17
19.	Non-Solicitation	19
20.	Assignment	19
21.	Notices	20
22.	Miscellaneous	21
23.	Governing law and competent courts	22

Terms for the Provision of Services

This Professional Service Agreement is made on this _____ day of _____ by and

Between

- (1) **Zeneesha Ltd**, registered in the United Kingdom with company number **09579625** whose registered office is at Old Boundary House London Road, Sunningdale, Ascot, England, SL5 0DJ, hereinafter referred to as the “Supplier”;

And

- (1) **[Company]** registered in **[Country]** under number **[#####]** whose registered office is **[Address]**, **[Zip Code]** **[City]**, **[Country]**, hereinafter referred to as the “Client”;

The Client and the Supplier hereafter also referred to as the “Parties” and individually as a “Party”;

BACKGROUND

- (A) The Supplier is in the business of providing Workday® Professional Services in strategy, consulting, digital, technology and operations.
- (B) The Customer wishes to obtain, and the Supplier wishes to provide such services on the terms set out in this agreement

1. Definitions and interpretation

1.1. The following definitions apply to this Service Agreement (unless the context requires otherwise):

“Affiliate” means, in relation to a Party, any entity controlling, controlled by or under common control with such Party (where “control” means ownership of more than 50% of the voting rights).

“Warranty Period” means the period specified in the relevant SOW during which the Client may notify Supplier of any material non-conformance in the Services attributable to Supplier.

“Applicable Laws” means all laws, statutes, regulations, regulatory requirements and mandatory guidance applicable to a Party in connection with this Agreement, including the laws of England and Wales, Scotland, Northern Ireland, and, where relevant, the laws of the Republic of Ireland or any other jurisdiction in which the

Services are provided or received.

“Assignment” a specific assignment for the provision of Services requested by the Client and carried out by the Supplier within the framework of this Service Agreement. Each Assignment shall be covered by an Assignment Agreement.

“Assignment Agreement” the written agreement between the Client and the Supplier related to a specific Assignment. The possible annexes and supporting documents, including but not limited to project plans, resource plans and service (level) agreements, where applicable, form an integral part of the Assignment Agreement.

“Data Protection Legislation” means the UK GDPR, the Data Protection Act 2018, the Data (Use and Access) Act 2025, the EU GDPR (where applicable), the Irish Data Protection Act 2018, and all other laws and regulatory requirements relating to the processing of personal data and privacy of electronic communications, together with any applicable guidance issued by competent supervisory authorities.

Confidential Information:

- information of the Supplier’s products and related documentation;
- software, information, data, materials, subject matter, algorithms, source code, object code, workflows, models, formulae, structures, schematics, designs, drawings, specifications, flow charts, diagrams and methods and processes of, contained in or embodied by any of the disclosing Suppliers products and related documentation;
- all of the Client information or data relating to the staff, contingent workforce or clients of the Client, its internal regulations and working methods, its commercial information, buildings and their fittings, drawings, plans and relationships with third parties that the Supplier learns in any way whatsoever
- all third party materials in the possession, under the control, or at the premises of the disclosing Party,
- the content of the Service Agreement and Assignment Agreements and all such information that a Party obtains on or from the other Party during the negotiation, creation and performance of the Service Agreement and/or an Assignment Agreement.

“Expenses” the expenses mentioned in article 8 of this Service Agreement.

“Fees” the fees mentioned in article 7 of this Service Agreement.

“Force Majeure” any occurrence which (i) hinders, delays or prevents a Party in performing any of its obligations, and (ii) is beyond the control of, and without the fault or negligence of, such Party, and (iii) by the exercise of reasonable diligence such Party is unable to prevent or provide against. The following list of non-exhaustive occurrences will in any case be considered Force Majeure: destruction of property or means of production due to accidents, machinery breakdown, strike or lock-out, fire, riot, war, epidemic, flood,

decisions or interventions by the government (including the refusal or cancellation of a permit or a license) and faults or delays due to third parties (including subcontractors of a Party);

"Foreground Information" any future innovations or inventions developed in the course of the Assignment for the sole benefit of the Client and specifically described as end deliverable in a project schedule, to the extent they are not the result of improvements, modifications, additions or variations of any Information independently developed by the Supplier or are not otherwise based on any Confidential Information independently developed by the Supplier.

"Milestones" means (a) delivery milestones, being dates or events by which defined components of the Services or Deliverables are to be completed, and (b) payment milestones, being dates or events that trigger invoicing or payment obligations. In the case of ongoing or AMS Services, Milestones may include onboarding completion, service commencement, monthly service periods, or other recurring checkpoints, as defined in the relevant SOW.

"Service Agreement" this agreement.

"Intellectual Property Rights" any patent, petty patent, registered design, copyright, design right, know-how, or any similar right exercisable in any part of the world and shall include any applications for the registration of any patents or registered designs or similar registrable rights in any part of the world.

"Losses" all losses, liabilities, damages, costs and expenses (including reasonable legal fees).

"Project Plan" a detailed project plan, as referred to in article 3 of this Service Agreement, in which detailed time schedules (per week) for all project activities are documented, including the dates on which the Client will have to produce his deliverables.

"Resource Plan" a detailed resource plan, as referred to in article 3 of this Service Agreement, detailing which resources (profile) both the Client and the Supplier need to mobilize and what the required availability of these resources is within each time period.

"Services" the services provided by the Supplier for the Client as more particularly described in the thereto related Assignment Agreement.

"Statement of Work (or SOW)" a detailed statement of work, as referred to in article 3 of this Service Agreement, describing the scope of work of the Services and deliverables and activities to be delivered by all involved Parties, including the Client. The SOW will also describe the assumptions will be applicable to the Assignment.

"Supplier Background Information" all information owned by the Supplier and created independently of this Agreement, including any marketing, commercial, client and product information, due to, owed by, or in

possession of the Supplier (e.g. any information regarding software, services (including web services), documentation, training materials).

“VAT” means value added tax chargeable in the United Kingdom and any equivalent sales, turnover, service, use, excise, goods and services tax, or similar indirect tax chargeable in any other jurisdiction in connection with the supply of the Services.

1.2. The headings in this Service Agreement are inserted for convenience only and shall not affect its construction.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 No provision of this agreement will be construed adversely to a Party solely on the ground that the Party was responsible for the preparation of this agreement or that provision. In the event an ambiguity or question of interpretation arises, this agreement shall be interpreted as drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this agreement.

2. Term of Engagement

This Service Agreement governs the relationship between the Supplier and the Client in respect of the provision of Services by the Supplier.

If the Client decides to source Services through this Service Agreement, then he shall be entitled, at any time during the duration of the Service Agreement, to conclude one or more Assignment Agreements with the Supplier in accordance with the terms of this Service Agreement.

The Supplier shall perform its obligations under this Service Agreement in accordance with (i) the requirements of this Service Agreement and (ii) the requirements of the concerned Assignment Agreement(s). Although any Assignment Agreement forms an integral part of this Service Agreement, the Assignment Agreement will take precedence over the Service Agreement in the event of conflict.

3. Planning of the Services

3.1. In order to source Services through this Service Agreement, the Client makes a request in this regard to the Supplier, thereby, to the extent possible, specifying the requested Services.

3.3. For each Assignment, the Supplier and the Client will conclude an Assignment Agreement, which includes, where required and without being limitative, an agreement on:

- the Services, the Fees and the duration of the Assignment;
- a Statement of Work;
- a Project Plan;
- a Resource Plan;
- the required quality standards, which will be explained and described via templates/examples and quality indicators;
- special terms and conditions applicable to the Assignment.

4. Duties and obligations

4.1. During each Assignment: The Supplier and the Client agree to hold meetings on a regular basis to schedule and monitor the performance of the Services. The planning of the Services is essential for both parties to ensure that each Party can attend to its other business;

4.2. The Supplier will do its utmost best to provide the Services within budget and on time.

4.3. The Parties acknowledge and recognize that adjustments to the SOW, to the Project Plan and the Resource Plan may be needed and that during the execution of the Services some flexibility may be required.

4.4. The Supplier may request an amendment or a change of the planned Services

- If it becomes clear to the Supplier that for whatever reason more time might be needed, the Supplier will inform the Client. The Supplier will spend the extra time needed only after the Client has agreed.
- If it becomes clear to the Supplier that for whatever reason that additional services might be needed the Supplier will inform the Client. The Supplier will do its utmost best to provide all supplementary Services that the Client reasonably needs to make best possible use of the Services. The Supplier will perform the additional Services needed only after the Client has agreed.

4.5. The Client may request an amendment or a change of the planned Services, which, needs to be accepted by the Supplier.

4.6. All agreements between Client and Supplier, which amend or change the planned Services, will take the form of a written amendment to the concerned Assignment Agreement

4.7. The Supplier will perform the Services with skill and care as can be expected from a professional performing the Services mentioned in the Assignment Agreement. The Supplier will ensure that the project deliverables for which the Supplier is responsible are meeting good quality standards and the Supplier will use its best efforts to deliver the project deliverables on time.

4.8. The Client will ensure that the project deliverables for which the Client is responsible are meeting good quality standards and the Client will use its best efforts to deliver the project deliverables on time. The Client understands that in case deliverables for which the Client is responsible, are produced late or do not meet the required quality standards, that the resources that the Supplier has planned and booked on the project might become idle or might have to perform additional Services. In this case the idle time and/or the additional Services the Supplier may have to perform will be invoiced to the Client.

5. Staffing of the Services

5.1. The Supplier is free to hire, on its own behalf, for its own account, at its own expenses and under its sole responsibility, the persons who the Supplier shall deem necessary and fit in order to assist him in the provision of the Services in accordance with the Service Agreement and the Assignment Agreement(s), and this with a view on achieving the optimum combination of expertise and experience.

5.2. For each Assignment, the Parties can designate a representative ("Designated Representative") to act on its behalf in overseeing the performance of the related Assignment. Each Party may change his respective Designated Representatives upon written notice to the other party. If appointed, the Designated Representatives shall be the primary means for communication and all other interactions between Client and Service Provider that are required under the related Assignment Agreement. Designated Representatives shall have the power and authority to bind their respective principals under the terms of the Assignment Agreement, with any required internal corporate approvals with respect to such authority being the responsibility of each representative to obtain from his or her principal.

5.3. The Supplier is free to sub-delegate, under his sole and entire responsibility, any part of his mission and powers to any natural person or corporate body, with the understanding this should not impact the Services agreed to.

5.4. The Supplier will verify, to the extent possible within the boundaries of the applicable law, that the persons who assist him in the provision of the Services do not have a pertinent criminal record.

6. Acceptance

In case the provided Services lead to the implementation by the Supplier of software, the result of the implementation of the software will be subjected to an acceptance test. The manner in which the acceptance test will be performed, is laid down and/or annexed in the Assignment Agreement and the Statement of Work, as well as the modalities regarding the adaptation of shortcomings and final approval.

7. Fees for the Services

7.1. The applicable fees and/or fee structure for the provision of Services shall be the price, sum and/or rates mentioned in the Assignment Agreement related thereto.

7.2. Unless otherwise agreed, all sums payable are exclusive Value Added Tax, withholding taxes and levies, which the Client shall pay in addition.

7.3. The Supplier reserves the right, by giving notice in writing to the Client at any time, to increase the fees to reflect:

- any increase in overhead costs at the charge of the Supplier, provided that this increase is agreed between the Parties in writing;
- any changes to the Services as agreed between the Parties.

8. Expenses

8.1. All billable expenses related to the performance of Services shall be reimbursed by the Client on a monthly basis and upon presentation of evidence.

8.2. Unless otherwise specified in an Assignment Agreement, the following expenses will be billable:

- travel costs to and lodging costs at specific Client locations;
- applicable “per Diem” costs for specific Client locations.
- all other project expenses related to the provision of the Service as long as they have been agreed to by the Client.
- The client is not be billable for telephone, internet or any other communication expenses.

8.3. With respect to travel & lodging the Supplier agrees to adhere to the Client’s travel policy. In case the Supplier has to book travel and lodging:

- the transportation (train, airplane) will be recharged as incurred
- lodging costs will also be recharged as incurred.

9. Terms of Payment

9.1. Unless agreed otherwise, the Supplier shall issue at the end of each calendar month an invoice with respect to the Fees and the Expenses for the Services during that month.

9.2. Every invoice shall be substantiated and accompanied by a detailed report on the time and activities registered in the Supplier’s time registration system. This report will describe the time spent, the Services rendered and relevant supporting documentation regarding Expenses incurred. The Fees and Expenses information can be structured on a monthly, daily, hourly or unit basis.

9.3. The Client shall effect payment within thirty (30) calendar days as from the date of the invoice.

9.4. In consideration of the Services rendered by the Supplier, the Client agrees to make the payments promptly, without claiming any deduction or set-off of the invoiced amounts.

9.5. If the Client fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the latter will be entitled to:

- charge the Client the statutory interest for late payment in commercial transactions. In case such interest does not exist, an interest rate of 5 % per annum above the 6 months EURIBOR shall apply. This interest can be charged as of the date on which payment was due and for as long as the Client remains in default of payment.
- to claim compensation from the Client for all relevant out-of-court costs or factoring costs borne by the Supplier as well as all other relevant recovery costs incurred through the latter's late payment, including lawyers’ fees.

9.6. The Supplier may suspend the provision of all Services on account of overdue payment if the Client fails to observe its payment obligations for longer than 45 days after Supplier has demanded payment from the Client in writing by registered mail. In such case, all activities under the Assignment Agreement and this Service Agreement may be suspended.

10. Place of Performance

10.1. The place of performance will be determined in the Assignment Agreement

10.2. When activities are planned within the Client offices or in a location that the Client has arranged for, the Client shall bear the risk of the suitability of the place of execution when carrying out the activities.

11. Confidential Information

11.1. During the term of the Service Agreement and/or an Assignment Agreement and during the five (5) years following the termination of the Service Agreement or five (5) years after the termination of the final Assignment Agreement, whichever is later, the Parties shall not disclose to any person or entity, or use for his own benefit, directly or indirectly, any Confidential Information related to the Client or the Supplier, unless required by law or regulatory authorities

11.2. Both the Supplier and the Client shall take all reasonable measures to prevent third parties gaining insight in any way into Confidential Information, including security measures, and both the Supplier and the Client shall not retain such information longer than is strictly necessary for the performance of Service Agreement or the Assignment Agreement.

11.3. The Supplier also commits to pass on this confidentiality obligation to any personnel he so hires or subcontractors he engages to perform the Services:

- the Supplier imposes the duty of confidentiality to its personnel as part of its labor agreements;
- the Supplier imposes the duty of confidentiality on all auxiliary persons (natural persons and legal entities) it engages for the performance of an Assignment Agreement as part of its subcontractor agreements.

At the Client's reasonable request, the Supplier shall provide all related documents desired by the Client so that the Client may ascertain whether the Supplier is compliant with his obligations in this respect.

11.4. Both the Client and the Supplier shall only use Confidential Information for the purposes for which it was obtained.

11.5. The confidentiality obligation does not apply to:

- a) a) any use or disclosure authorised by the other Party or required by law; or
- b) b) any information which is already in, or comes into, the public domain otherwise than through the other Party's unauthorised disclosure; or
- c) c) any information that was already in the other Party's possession as evidenced by such other Party through its prior written records.

11.6. Notwithstanding any other provision in this Service Agreement, the liability of the Supplier as a consequence of an unintentional breach or abuse from his side of this confidentiality obligation is in any case limited to £75,000.00 per Assignment.

11.7. The Supplier may ask the Client to act as a reference and to use the Client's legal or trading names and/or logo in publication or advertising with respect to this request to act as a reference. The Client will not unreasonably withhold its permission.

12. Intellectual Property Rights

12.1. Notwithstanding any payments received from the Client, all intellectual property rights arising from the Services, written or not, shall remain the full property of the Supplier, unless agreed otherwise. All other property rights arising from the Services, written or not, shall remain the full property of the Supplier, unless agreed otherwise.

Any and all pre-existing software, documents or other materials, in which the Intellectual Property Rights therein are owned by the Supplier, including all Intellectual Property Rights in the Supplier Background Information, remain the full property of the Supplier.

Copyright and distribution rights are reserved by the Supplier except where these rights are explicitly stated in writing to have been waived or where the Assignment Agreement explicitly so provides or where the material is so endorsed by the Supplier.

12.2. Notwithstanding the foregoing the Client shall have a perpetual non-transferrable user license to all Intellectual Property Rights in Foreground Information, provided that the Parties have defined this as end deliverable under an Assignment Agreement. The Supplier shall execute those documents and do those things, which are necessary to give effect to this clause.

12.3. For the sake of clarity, the Client recognizes that the Supplier has access to certain third party tools, information and intellectual property rights which cannot be shared with the Client and which can solely be used by the thereto certified consultants of the Supplier in the provisioning of the Services. All provisions in this Agreement regarding Confidential Information and Intellectual Property shall be construed in light of this overarching principle.

12.4. The Supplier warrants the full and undisturbed right of use by the Client with regard to the Services executed by the Supplier, and shall indemnify the Client against any third-party claim in any form whatsoever, involving actual or alleged breach of Intellectual Property Rights, including claims for breach of moral rights.

12.5. The Supplier shall also provide all supplementary services that the Client reasonably needs to make best possible use of the Services as far as the Client agrees to pay for the associated efforts.

12.6. The Supplier cannot be held liable for a violation of the Client of any license right or license right system related to any third party's intellectual property and/or software which is implemented by the Supplier under an Assignment Agreement.

Notwithstanding any other provision in this Service Agreement, the liability of the Supplier as a consequence of an unintentional breach or abuse from his side of Intellectual Property Rights is limited to 75.000,00 EUR per Assignment.

13. Materials supplied

The Supplier agrees to handle any materials, such as product samples of documents, supplied by the Client in a responsible fashion and return them to the Client upon request. However, the Supplier will not be responsible for any wear and tear occasioned nor for any loss or theft that may occur. All such material is supplied at the Client's own risk and no liability for any financial restitution for any direct or indirect value is accepted.

14. Data protection

In case the Supplier will process personal data on behalf of the Client in the performance of an Assignment, the Supplier will ensure that such data is processed in accordance with the legal provisions regarding the protection of personal data. Where required under the applicable law, the Supplier and the Client will conclude a data processing agreement as an appendix to the concerned Assignment Agreement.

12.7. Compliance: Each Party shall comply with all Data Protection Legislation applicable to its processing of Personal Data under this Agreement. Each Party is responsible for ensuring its own compliance as a Controller or Processor, as applicable.

12.8. Roles of the Parties: The roles of the Parties in relation to Personal Data shall be set out in the relevant Statement of Work ("SOW"). Where Supplier processes Personal Data on behalf of the Client, Supplier shall act as a Processor and the Parties shall enter into a separate Data Processing Agreement (DPA). Where each Party separately determines the purposes and means of processing, they act as independent Controllers.

12.9. Client Responsibilities: Where Supplier acts as a Processor, the Client shall ensure that:

- (a) all instructions given to Supplier are lawful and documented;
- (b) it has a valid legal basis for processing and sharing Personal Data;
- (c) Personal Data provided to Supplier is accurate and limited to what is necessary; and (d) all data subjects have been provided with the required notices.

12.10. Supplier Responsibilities (Processor Role): Where Supplier processes Personal Data as a Processor, Supplier shall:

- (a) process Personal Data only on documented instructions from the Client;
- (b) implement appropriate technical and organizational measures to protect Personal Data;
- (c) ensure its personnel are bound by confidentiality;
- (d) assist the Client with data subject requests, DPIAs and regulatory obligations to the extent reasonably required;
- (e) notify the Client without undue delay upon becoming aware of a Personal Data Breach;
- and (f) delete or return Personal Data at the end of the relevant SOW unless law requires retention.

12.11. The Client will ensure that the project deliverables for which the Client is responsible are meeting good quality standards and the Client will use its best efforts to deliver the project deliverables on time. The Client understands that in case deliverables for which the Client is responsible, are produced late or do not meet the required quality standards, that the resources that the Supplier has planned and booked on the project might become idle or might have to perform additional Services. In this case the idle time and/or the additional Services the Supplier may have to perform will be invoiced to the Client.

12.12. Sub-Processors: Supplier may engage Sub-Processors. Supplier shall ensure Sub-Processors are bound by written terms offering equivalent protection, remain responsible for their acts and omissions, and notify the Client of

material changes to its Sub-Processor list. The Client may object for legitimate data protection reasons.

12.13. Cross-Border: Transfers: Where Personal Data is transferred outside the UK or EEA, Supplier shall ensure that appropriate safeguards (including the UK IDTA, EU Standard Contractual Clauses, or other legally permitted mechanisms) are in place.

12.14. Data Breach: Supplier shall notify the Client without undue delay after becoming aware of a Personal Data Breach affecting Personal Data processed on behalf of the Client and shall cooperate in good faith to investigate and mitigate the breach.

12.15. Supplier's liability for breaches of this Data Protection clause shall be subject to the liability limits set out in this Agreement, except to the extent such limitation is prohibited by law.

12.16. If there is any conflict between this clause and an executed DPA, the DPA shall prevail in relation to the processing of Personal Data



15. Duration

This Service Agreement shall take effect on the date of the signature thereof and shall endure until either Party provides notice under the Termination clause.

16. Termination

16.1. The Supplier may terminate this Service Agreement respecting a notice period of one (1) month. The client may terminate the agreement with 1 month notice. The terminating Party shall notify the other Party in writing of the termination. Such termination shall have no effect on the ongoing Assignment Agreements which were concluded in the framework of this Service Agreement.

16.2. An Assignment Agreement shall take effect as of the date specified therein and shall have the duration as specified therein.

16.3. Except if otherwise agreed, as long as the Services under an Assignment Agreement have not yet been performed in full, the Client may terminate the concerned Assignment Agreement in respect of the part not yet performed, respecting a notice period of three (3) months. The Client shall notify the Supplier in writing of the termination. In the event of such termination, the Parties shall settle any amounts due on the following basis:

- if the Supplier has already incurred costs and expenses in connection with the terminated part of the Agreement prior to actual termination, those costs and expenses shall be fully refunded to the Supplier;
- for the non-terminated part of the Agreement, if and insofar as the Parties agreed on payment based on unit prices and fees, the Fees and Expenses that the Supplier has already incurred for the non-terminated part, to the extent not yet paid, shall be settled on the basis of the agreed unit prices and unit fees;
- furthermore, a full indemnification for the activities that were planned during the notice period as per the detailed Project Plan and detailed Resource Plan will be paid by the Client.

16.4. Each Party shall be entitled to cancel an Assignment Agreement automatically at any time without notice nor compensation by sending a written notice to the other Party ("defaulting Party"):

- if the defaulting Party fails to perform, in a material way, any important obligation of the Assignment Agreement and if this failure is not remedied within ten (10) days following the written notification by

registered mail or special courier of such failure to the defaulting Party.

- as soon as the Client or the Supplier can in all reasonableness assume that full and proper performance of the Agreement by the Supplier is not or no longer possible;
- upon the occurrence of a Force Majeure occurrence causing the defaulting Party to suspend the performance of its Services and that is not remedied within 120 days of its initial occurrence;
- if bankruptcy proceedings are instituted against the Client or the Supplier or if the Client or the Supplier is declared bankrupt;
- if the Supplier or Client ceases all or the major part of its business activities;
- if an order is served for payment or seizure of any of the Supplier's or Clients assets;
- if the Supplier or the Client do not or no longer meets the admission, recognition and/or registration requirements for its profession.

The right to proceed to such termination shall not impair the right of a Party to claim damages.

17. Force Majeure

17.1. In the event of a Force Majeure occurrence, the Party whose performance of any of its obligations is affected shall notify the other Party as soon as is reasonably practicable giving the full relevant particulars, including its anticipated duration, and shall use its reasonable efforts to remedy the situation immediately.

17.2. Except for any obligation to make payments, neither Party shall be responsible for any failure to fulfil any of its obligations under the Assignment Agreement, and if applicable the Service Agreement, to the extent that fulfilment has been hindered or delayed or prevented by a Force Majeure occurrence which has been notified in accordance with this article and the time for performance of the obligation(s) affected shall be adjusted by a reasonable amount.

18. Liability

18.1. If the Client claims to suffer damage as a result of an event for which the Supplier may be held liable towards the Client, the Client shall inform the Supplier of this in writing within 30 days after the Client discovered or was reasonably able to discover the damage, including expected damage, on penalty of forfeiture of the right to damages. The Client must produce evidence for all aspects of the liability.

18.2. The Supplier will not be liable to the Client (whether in contract, tort or otherwise) with respect to the performance or non-performance under this Service Agreement or any Assignment Agreement for any loss of profit,

loss of revenue, loss of use, loss of business, loss of goodwill or any indirect, special or consequential cost, expense, loss or damage.

18.3. The Supplier does not exclude or limit its liability for any liability to the extent it cannot be excluded or limited by law.

18.4. The Supplier can only be held liable for Losses that are in line with the role and the responsibility outlined in the Agreement.

18.5. Unless agreed otherwise, the Supplier's liability for breach of contract under an Assignment Agreement will be the amounts payable for the duration of the contract.

18.6. The Supplier's total aggregate liability of all Losses incurred under or in connection with this Framework Agreement shall under no circumstances exceed the amount of £ 2.500.000,00.

18.7. The Supplier will under no circumstances be liable in the following circumstances:

- any failure by the Client to follow the Supplier's instructions or recommendations;
- if the Client gives inaccurate, misleading or incomplete data, information, or instructions to the Supplier;
- if the Client fails to perform its duties with respect to the mobilization of the appropriate Client staff or any other important obligation within the Agreement;
- from the absence of daily backups by Client of information stored on its IT system or backup which shall have to be made before each intervention of the Supplier on the IT system of Client;
- from a problem in the access to, the configuration or the architecture of, the IT system of Client (unless such configuration or architecture has been required by Supplier), including problems of non-compliance of the IT system of Client for use of relevant software and problems of access to, or reaction speed of, any software installed or implemented by the Supplier caused by under-sizing or lack of power of the IT system of Client

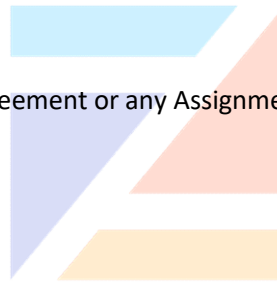
18.8. The Supplier shall take out liability insurance for damage to property and persons, covering a sum customary for a business such as the Supplier's, but at least £1,000,000 for each event and £2,500,000 for each year of insurance. Upon request, the Supplier shall provide the Client with a copy of the insurance policy and all related policy conditions.

19. Non-Solicitation

A Party will not have the right to seek to offer employment to an employee or any auxiliary personnel of the other Party during the term of an Assignment Agreement nor for a period of 12 months after the end of the Assignment Agreement in which the aforementioned employee or auxiliary personnel has intervened. In the event of any breach of this clause by a Party, an amount of 50.000,00 GBP will be paid to the other Party as damage for the breach of this clause.

20. Assignment

The Supplier may assign its rights under this agreement or any Assignment Agreement without prior approval of the Client.



ZENEESHA
PARTNERS IN GROWTH

21. Notices

21.1. All notices and other communications (collectively "Notices") required or permitted under this Agreement shall be in writing and shall be given to each party at its address or fax number set forth in this article. All Notices shall be (1) delivered personally or (2) sent by fax, electronic mail, registered or certified mail (return receipt requested and postage prepaid), or (3) sent by a nationally recognized overnight courier service. Notices shall be deemed to give (A) when transmitted if sent by fax, or electronic mail, or (B) upon receipt by the intended recipient if given by any other means.

21.2. Notices shall be sent to the following addresses:

- To Supplier:

Zeneesha Ltd
Old Boundary
House,
Sunningdale,
Ascot, SL5 0DJ
England



- To Client:

ZENEESHA
PARTNERS IN GROWTH

[Company]

[Address]

[Zip Code] [City]

[Country]

22. Miscellaneous

22.1. Independent parties

The Supplier will all times act as an entirely independent party. The Supplier will never pretend that it is a subsidiary or a branch of the Client. Under no circumstances shall any of the personnel, the management of the representatives of the Supplier claim or give the impression that he is an employee or an agent of the Client

22.2. Entire agreement

This Service Agreement and the Assignment Agreement(s) constitute the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each Party acknowledges that in entering into this agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

Nothing in this clause shall limit or exclude any liability for fraud.

22.3. Exclusion of other terms and conditions

Unless expressly agreed in writing to the contrary, the terms and conditions of this Service Agreement and the Assignment Agreement(s) will apply to the Services rendered by the Supplier, to the exclusion of any other terms and conditions.

20.4. No variation

No variation of these terms and conditions will be binding unless agreed in writing between the Supplier and the Client.

22.5. Severability

Whenever possible, the provisions of this agreement and the Assignment Agreement(s) shall be interpreted in such a manner as to be valid and enforceable under the applicable laws. However, if one or more provisions of this agreement or the Assignment Agreement(s) are found to be invalid, illegal or unenforceable, in whole or in

part, the remainder of that provision and of this agreement or the Assignment Agreement(s) shall remain in full force and effect. Moreover, the invalid, illegal or unenforceable provisions remain binding for the part which is legally permitted.

22.6 Counterparts

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

22.7 Third Party Rights

A person who is not a party to this Agreement shall not have any rights under the Agreement to enforce any term of this Agreement.

The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Service Agreement or the Assignment Agreements are not subject to the consent of any other person.

22.8 Survival

The Parties' obligations under article 11 (Confidential Information) and the limitations of liabilities set forth in article 18 (Liability) will survive the termination of this Service Agreement and any Assignment Agreement.

23. Governing law and competent courts

23.1. The Agreement, any supplementary or follow-up agreements and any other legal relationships between parties connected in any way to these agreements shall be governed by English law.

23.2. Any disputes arising in connection with the Agreement, supplementary or follow-up agreements and any other legal relationships between parties connected in any way to these agreements shall be submitted exclusively to the competent court in England and Wales.

On behalf of Supplier

On behalf of the Client:

Signature: _____

Signature: _____

Name: _____

Name: _____



Zeneesha Limited

Reg Office: Old Boundary House,
London Road, Berkshire, SL50DJ, UK

Title: _____

Title: _____

Date: _____

Date: _____



ZENEESHA
PARTNERS IN GROWTH

Assignment Schedule

This Assignment Schedule is subject to and forms part of the **Service Agreement**. In the event of conflict between the terms and conditions and this Assignment Schedule, the terms and conditions will take precedence save where expressly provided for within the terms and conditions or where additional term/conditions or variations are expressly stated below within this Assignment Schedule

Client Information	
Client Company Name	
Location/s where Services are to be delivered	
Client Contact	
Client Contact Details	
Contractor Service Information	
Name of Contractor	
Description of the Services	
Off-Payroll Applicable	
Start of Assignment	
End of Assignment	
Mandatory qualifications experience, training, professional body authorizations	
Specific hours / days / time keeping requirements	
Notice period for Contractor to terminate Assignment	
Notice period for Employment Business to terminate Assignment	
Contractor Opted-Out	
Specific Insurance Requirement	
Invoicing Frequency	
Contractor Service Information	
Contractor Signature	Employment Business Signature
Print Name:	Print Name:
For and on Behalf of	For and on Behalf of
Date:	Date:

Statement of Work

1. Project Title:

2. Background & Purpose"

Brief description of business problem and objectives.

3. Scope of Services:

Detailed description of all services, modules, activities, or workstreams to be performed.

4. Deliverables:

Deliverable	Description	Format	Due Dt	Acceptance Criteria

5. Milestones (Delivery + Payment + AMS)

"Milestones" include:

- **Delivery Milestones:** dates or events by which specific components or deliverables must be completed.
- **Payment Milestones:** dates or events triggering invoicing or payment obligations.
- **AMS Milestones:** onboarding completion, service commencement, monthly or recurring service cycles, quarterly reviews, or other checkpoints.

Milestone Type	Description	Trigger Event	Date / Frequency	Dependency

6. Out-of-Scope Items

Clear exclusions to avoid ambiguity.

7. Project Timeline

High-level timeline or phases.

8. Roles & Responsibilities

- **Supplier Responsibilities:**
List clearly.
- **Client Responsibilities:**
List clearly.

9. **Fees, Rate Card & Expenses**

Specify pricing model (Fixed Fee, T&M, Retainer/AMS), rates, estimates, and expense rules.

10. **Payment Structure:**

Define how payments align with payment milestones or recurring AMS cycles.

11. **Change Control:**

All changes require a written and approved Change Request.

12. **Acceptance Process:**

Define acceptance period, defect classification, rework rules, and deemed acceptance.

13. **Assumptions:**

List key assumptions used for estimating effort, cost, or timeline.

14. **Dependencies & Risks:**

List items outside Supplier control which may impact delivery.

15. **Data Protection / Security:**

Reference DPA when Supplier acts as a Processor.

16. **Other Terms Specific to this SOW:**

Add any project-specific requirements including warranty period.

17. **Approvals:**

On behalf of Supplier:

Signature: _____

Name:

Date:

On behalf of Client

Signature: _____

Name:

Date: