

Customer

and

Cloudorizon Limited

Consultancy Services Framework Agreement

<Month> 2026

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THIS AGREEMENT is made the

BETWEEN:

1. being a company incorporated in with registered number with its registered office at (the "**Customer**"),
2. Cloudorizon Limited a company registered in England and Wales (No. 11442249) and whose registered office is 27 Old Gloucester Street, London, WC1N 3AX (the **Consultancy**)

BACKGROUND

- (A) The Customer wishes Cloudorizon to provide certain consultancy, configuration, implementation and support and maintenance services to support its Integration and Automation programme. The details of which will be agreed between the parties and set out in the Work Order(s) to this Agreement.
- (B) The parties now wish to enter into this Agreement for the said services.

OPERATIVE TERMS

1 Definitions and interpretation

- 1.1 In this agreement the words and expressions have the meanings set out next to them, unless the context otherwise requires:

Affected Party	the party seeking to claim relief for a Force Majeure Event;
Affiliate	in relation to an entity, any other entity which Controls, is Controlled by, or is under common Control with, that entity from time to time;
Associated Person	an employee, agent, subsidiary or contractor who performs services (or supplies goods) for or on the Consultancy's behalf and includes but is not limited to any subcontractor of the Consultancy;
Business Day	a day on which the Customer is open for business;
Commencement Date	the date the Services are to commence, as set out in a Work Order;

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Confidential Information

all information relating to the Project or the Customer's Group (whether or not marked "confidential") including knowledge, concepts, ideas, processes, technical know-how, financial statements, budgets, business plans, marketing plans and studies, agreements, documents, permits, licences, approvals and all other information whether disclosed orally, electronically (including in a magnetic or digital form), visually or in writing by the Customer to the Consultancy, its employees or agents or which becomes known as a consequence of this agreement, together with all analyses, compilations, forecasts, studies or other documents prepared by the Consultancy to the extent such materials contain or otherwise reflect any of the information provided by the Customer including without limitation any documents, data and other materials directly or indirectly related to the parties, their respective Affiliates, clients, employees (and, with respect to Customer, any and all funds or other investment vehicles managed, sub-managed, advised, sub-advised, distributed, sub-distributed or sponsored by Customer or its Affiliates (including, for the avoidance of doubt, the underlying investments of such funds or other investment vehicles which the other party may gain knowledge of in connection with this Agreement, irrespective of how such data or information has come to the attention of the other party, including, but not limited to, information regarding business secrets, business operations, terms of business, agreements (including this Agreement), operating systems, software, costs, prices, finances, marketing plans, business opportunities, personnel or research. party or its affiliates prior to its disclosure by the other party;

Control

the ownership, directly or indirectly, of more than 50% of the issued ordinary voting share capital or the legal power, directly or indirectly, to direct or cause the direction of the general management and policies of the entity in question (whether by ownership, contract or otherwise), and **Controls** and **Controlled** shall be interpreted accordingly;

Data Processing Details

the description of the Personal Data processing activities contemplated by this agreement, as set out in the appendix to the Work Order;

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Data Protection Law	all applicable laws and regulations applicable to the Parties, in each case pertaining to the security, confidentiality, protection or privacy of Personal Data, as amended or re-enacted from time to time, including where applicable (without limitation and to the extent applicable) the GDPR, the UK Data Protection Act 2018;
Deliverables	the deliverables and materials set out in a Work Order;
DP Regulator	a regulatory, administrative, supervisory or governmental agency, body or authority (whether regional, national or supranational) with jurisdiction over the Personal Data processing activities contemplated by this agreement, including (without limitation) the UK Information Commissioner acting through the Information Commissioner's Office and any successor body or organisation;
Effective Date	the date of this agreement, as set out at the top of page 1 of this agreement;
Fees	the charges for the Services as set out in and calculated in accordance with the Work Order;
Force Majeure Event	an event or circumstance or sequence of events or circumstances beyond a party's reasonable control (but excluding any strike, lockout or industrial action involving that party's employees or their sub-contractors) preventing or delaying it from performing its obligations under this agreement;
GDPR	the European General Data Protection Regulation, namely Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
Good Industry Practice	that degree of care and skill, prudence, efficiency, foresight, competence and timeliness that would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of business under the same or similar conditions;

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Group	means, in relation to a party, the party, its subsidiaries, its ultimate holding company and any subsidiaries of such holding company;
Insolvent	in the case of either party the appointment of, or the application for the appointment of, a liquidator, provisional liquidator, administrator, administrative receiver or receiver, the entering into of a scheme of arrangement or composition for the benefit of creditors generally, any re-organisation, moratorium or other administration involving its creditors or any class of its creditors, the proposal or passing of a resolution to wind it up (other than a voluntary winding-up as part of a reorganisation) or the company becoming unable or being deemed to be unable to pay its debts as and when they fall due within the meaning of section 123 of the Insolvency Act 1986;
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, future copyright, moral rights, trademarks, trade names and domain names, rights in get-up, look and feel, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
IPR Claim	any claim for infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Intellectual Property Rights used to provide the Services or the Deliverables;
Losses	all losses, liabilities, costs (including (without limitation) legal costs and VAT), charges, expenses, fines, penalties, demands and damages (including (without limitation) the amount of damages awarded by a court of competent jurisdiction);
Material Breach	a breach which is serious in the widest sense of having a serious effect on the benefit which the

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	innocent party would otherwise derive from this agreement in accordance with its terms;
Personal Data	the personal data that is processed by the Consultancy on behalf of the Customer in accordance with this agreement;
Pre-existing IPR	Intellectual Property Rights owned by the Consultancy before the Effective Date or created by the Consultancy independently of this agreement;
Project Project Results	the project as set out in a Work Order; all products, services, works and materials designed, developed, written or prepared by the Consultancy and all related documentation including any specification graphics, programs, data, reports and all other written materials or computer output in each case produced by the Consultancy in the course of providing the Services under a Work Order;
Representatives	in relation to a party, all employees, agents, officers, advisers and other representatives of that party or that party's Group;
Security Incident	(1) the unlawful or unauthorised processing of Personal Data; (2) the disclosure of, or access to, Personal Data in breach of this agreement; (3) the loss or theft of Personal Data; or (4) any breach of security affecting the Personal Data (including (without limitation) a personal data breach as defined in the GDPR);
Security Measures Services	the Security Measures set out in Schedule 1 detail all the services to be provided by the Consultancy under this agreement including those set out in each Work Order; and
Slavery Rules	the Modern Slavery Act 2015 and/or any other rules, regulations or legislation which may be in force from time to time, or any replacement legislation;
Term	<i>12 months or as long as a Work Order is valid</i>
Work Order	a description of the particular services, each numbered sequentially.

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- 1.2 In this agreement unless otherwise specified, reference to:
- 1.2.1 a "**holding company**" or "**subsidiary**" have the meanings given to them by section 1159 of the Companies Act 2006;
 - 1.2.2 a person includes any person, individual, company, firm, corporation, government, state or agency of a state or any undertaking or organisation (whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
 - 1.2.3 a party is to a party to this agreement and includes its successors in title and permitted assignees;
 - 1.2.4 a "statute" or "statutory instrument" or any of their provisions is to be construed as a reference to that statute or statutory instrument or such provision as the same may have been amended or re-enacted before the date of this agreement;
 - 1.2.5 clauses, paragraphs or Schedules are to clauses of and paragraphs of and Schedules to this agreement. The Schedules form part of the operative provisions of this agreement and references to this agreement will, unless the context otherwise requires, include references to the Schedules;
 - 1.2.6 "writing" includes any methods or representing words in a legible form (other than writing on an electronic or visual display screen) or other writing in non-transitory form;
 - 1.2.7 "includes" "including" and words of similar effect will not limit the general effect of the words that follow them;
 - 1.2.8 words in the singular include the plural and the plural include the singular;
 - 1.2.9 a reference to one gender includes other genders;
 - 1.2.10 the terms **controller, processor, processing/process, personal data and data subject** shall be interpreted and construed by reference to Data Protection Law; and
 - 1.2.11 a law of the European Union includes a reference to that law as incorporated into the laws of the United Kingdom at any time before or after the United Kingdom ceases to be a Member State of the European Union.
- 1.3 The headings in this agreement are for information only and shall be ignored for the purposes of its interpretation.

2 Scope

- 2.1 This agreement contemplates that the Customer and the Consultancy may sign additional Work Orders in the future for the Consultancy to provide Services to the Customer.
- 2.2 The provisions of this agreement automatically apply to each Work Order and all capitalised terms which are defined in the main body of the agreement will have the same meaning in a Work Order.
- 2.3 If there is any inconsistency between the provisions of this agreement and the provision of a Work Order the terms of the Work Order will have priority.

3 Services

- 3.1 The Consultancy must provide the Services from the Commencement Date specified in the Work Order using the best applicable techniques and standards and in accordance with:
 - 3.1.1 Good Industry Practice;
 - 3.1.2 the reasonable instructions of the Customer from time to time;
 - 3.1.3 all applicable codes of practice or policies of the Customer notified to the Consultancy; and
 - 3.1.4 the timetable specified in each Work Order.
- 3.2 The Consultancy acknowledges that the Services provided under this agreement may be for the benefit of other companies or entities within the Customer's Group.
- 3.3 Where the Services are carried out on the Customer's premises the Customer will provide suitable offices and such equipment as is reasonably necessary for the performance of the Consultancy's obligations under this agreement.
- 3.4 The Consultancy must comply and is responsible for ensuring that all persons carrying out the Services under this agreement comply with the Customer's health and safety policy, technology policy and security arrangements, as notified to the Consultancy from time to time.
- 3.5 The Customer will use its reasonable endeavours to provide information reasonably requested by the Consultancy to enable it to perform its obligations under this agreement.

4 Consultancy's Personnel

- 4.1 The Consultancy warrants and represents that:
- 4.1.1 all personnel assigned to the performance of the Services will possess and exercise such professional qualifications, skill and experience as are necessary for the proper performance of the Services; and
 - 4.1.2 it has undertaken such reference checks on personnel assigned to the performance of the Services to satisfy itself that all personnel are suitable to work in a regulated financial services business as set out below:
 - (a) The employee has the legal right to work in their country of employment
 - (b) Verified academic and professional qualifications required for the role
 - (c) Sought professional references to validate previous employment history
 - (d) No unspent criminal convictions in the UK
 - (e) Credit check reveals no court judgements, bankruptcies or voluntary arrangements
 - (f) Does not appear on international lists for public safety verification
- 4.2 The Consultancy shall ensure that at all times during the continuance in force of this agreement a sufficient number of suitably qualified and experienced personnel are dedicated to the provision of the Services for a sufficient number of hours per week in order to ensure that the Services are provided.
- 4.3 The Customer may request that a named individual or individuals are provided by the Consultancy to perform the Services.
- 4.4 If any personnel provided by the Consultancy become unavailable due to ill health or any other reason beyond the Consultancy's control during the course of provision of the Services, the Consultancy shall provide replacements with equivalent professional qualifications, skill and experience.
- 4.5 The consent in writing of the Customer shall be required before the Services are provided by any person other than those agreed between the parties. The Customer may withhold its consent on reasonable grounds, including without limitation, where the replacement proposed by the Consultancy is not suitably qualified or experienced.
- 4.6 The Consultancy is liable for paying all costs associated with the employment of personnel engaged in the provision of Services on behalf of the Consultancy and is responsible for making all deductions required by any applicable law.

5 Fees

- 5.1 In consideration of the Consultancy performing the Services, the Customer shall pay the Fees in accordance with the fees stated in the Work Order.
- 5.2 The Consultancy shall invoice the Customer for the Fees on the date(s) specified in the relevant Work Order.
- 5.3 The Fees include all expenses, costs and disbursements incurred by the Consultancy (excluding but not limited to travel and subsistence costs for the Consultancy's personnel

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when travelling from London to the Customer's other offices) unless the Customer agrees in writing to pay for additional expenses prior to the expenses, costs and disbursements being incurred.

- 5.4 Where the Customer agrees to pay the Consultancy's additional expenses, the Consultancy will provide copies of receipts to the Customer when invoicing those expenses. Additional expenses include travel and subsistence costs travelling to the Customer offices located outside London and will be paid in accordance with the Customer's Expenses Policy a copy of which will be provided to the Consultancy.

6 Invoices

- 6.1 Invoices submitted by the Consultancy must be properly prepared in accordance with clause 6.5 and are payable by the Customer within 30 days of receipt, except in the case of a clear error or a genuine dispute as to the amount due or the satisfactory provision of the Services to which an invoice relates.
- 6.2 If the Customer does not pay a valid and properly prepared invoice by the due date, the Consultancy may, in addition to the invoice amount, charge the Customer late payment interest at a rate of two per cent (2%) above the base rate of Barclays Bank plc from time to time for the period from the expiry of the 30 day period referred to above until such payment is made. Such interest will accrue on a daily basis.
- 6.3 If the Customer in good faith disputes the whole or part of an invoice it may withhold payment of the whole invoice pending resolution of the dispute.
- 6.4 Interest is not payable on the disputed amount unless the dispute is finally resolved in the Consultancy's favour in which case the Customer will pay interest at the rate specified in clause 6.2 for the period commencing the date the dispute has been so resolved and ending the date payment is made.
- 6.5 All invoices must be addressed to the Customer at its registered address, show the date, invoice number, the Consultancy's name and address, any relevant Work Order numbers, the Project name, the price and VAT breakdowns, itemised details of any additional costs or expenses incurred, together with any other information the Customer may reasonably request.
- 6.6 Payment by the Customer to the Consultancy may be delayed as a result of the Consultancy's failure to send accurate and properly prepared invoices.

7 Change control

- 7.1 A change to a Work Order or the Services stated in a Work Order (a "**Change**") may only be made in accordance with this clause and with the express written consent of both parties.
- 7.2 The Consultancy accepts that it may be necessary from time to time for the Customer to require:
 - 7.2.1 amendment to the nature or specification of the Services; or
 - 7.2.2 the Consultancy to undertake alternative or additional services.
- 7.3 If the Customer identifies a requirement for a Change, it shall promptly inform by email the Consultancy. The Consultancy may not unreasonably refuse any request by the Customer for a Change.
- 7.4 The Customer shall supply the Consultancy with all information necessary to enable the Consultancy to provide, in writing and within 2 days:
 - 7.4.1 an estimate free of charge of the feasibility of the Change;

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- 7.4.2 an estimate free or charge of the impact of the change on the remainder of the Work Order or Services, including its impact on timescales; and
- 7.4.3 a revised version of the Fees payable for the Services affected by that Change.
- 7.5 If the Consultancy wishes to suggest a Change it shall provide the Customer with the details set out in clauses 7.4.1 to 7.4.3.
- 7.6 Any Change which is agreed shall be recorded in writing, as a side letter to the Work Order, and signed by each of the parties and the Work Order, the Services, the timetable, and the Fees shall be deemed to have been varied accordingly.
- 8 Intellectual property rights**
 - 8.1 The Deliverables and all documents and other work prepared by the Consultancy for the Customer and all Intellectual Property Rights in the Project Results, other than the Consultancy's Pre-existing IPR, shall become the Customer's property upon creation. On request and in any event at the termination of the agreement the Consultancy shall deliver up to the Customer the Deliverables and all such documents and work save that the Consultancy may keep one copy of all such documents for reference purposes.
 - 8.2 The Consultancy:
 - 8.2.1 assigns to the Customer with full and beneficial worldwide title all of the Intellectual Property Rights in the Deliverables and the Project Results and all other rights of a like nature to the fullest extent possible, including all possible extensions thereof and work carried out in provision of the Services other than any Pre-existing IPR owned by the Consultancy;
 - 8.2.2 grants the Customer and the Customer's Group a licence to use any Intellectual Property incorporated into the Project Results or any Deliverables, documents or materials supplied as part of the Services;
 - 8.2.3 undertakes at its expense to do and execute or procure that there shall be done and executed all such documents, deeds, matters, acts and things as the Customer may at any time require to vest in the Customer the Intellectual Property Rights in the Project Results and Deliverables and work done in provision of the Services or otherwise to perfect the Customer's title thereto; and
 - 8.2.4 waives and releases all moral and similar rights conferred on it under the Copyright Designs and Patents Act 1988 in relation to the Customer's Intellectual Property Rights or shall procure the waiver and release of those rights.
 - 8.3 The Consultancy shall not undertake any work pursuant to this agreement if such work could or would infringe any third party's Intellectual Property Rights.
 - 8.4 The Consultancy shall at all times, during this agreement and after its termination, indemnify the Customer and each company in the Customer's Group and keep them indemnified against all losses, damages cost, or expenses and other liabilities (including legal fees) incurred by or awarded against or agreed to be paid by the Customer or any company in the Customer's Group arising from any IPR Claim.
 - 8.5 This clause shall survive termination of this agreement.

9 No conflict and non-procurement

- 9.1 The Consultancy shall not at any time during the provision of the Services, employ or engage the services of any person who is employed, or was employed in the previous 6 months by the Customer or any company in the Customer's Group, save with the Customer's prior written permission.
- 9.2 The Consultancy shall not for a period of 6 months following the expiry or termination of the Services, employ or engage the services of any person who was employed by the Customer or any company in the Customer's Group at any time in the period of 6 months prior to the expiry or termination of the Services, save with the Customer's prior written permission.

10 Indemnity

- 10.1 Each party shall indemnify the other against any actions, costs, claims, damages, expenses or demands suffered by the other (including any additional costs it may incur) to the extent that such actions, costs, claims, damages, expenses or demands arise directly from any breach by the other of any of the provisions of this agreement.
- 10.2 The Consultancy will indemnify and keep the Customer indemnified against all liabilities incurred or suffered by the Customer however arising as a result of any breach of the Consultancy's obligations under:
- 10.2.1 Clause 16 (Confidentiality);
 - 10.2.2 Clause 17 (Data Protection);
 - 10.2.3 Clause 18 (Anti - Bribery).
- 10.3 Loss of process, loss of anticipated savings or wasted management time of the Customer and each company in the Customer's Group which result from the acts or omissions of the Consultancy shall be considered direct losses which are in the contemplation of the parties when entering into this agreement.

11 Limitation of liability

- 11.1 Nothing in this agreement limits or excludes a party's liability for:
 - 11.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
 - 11.1.2 fraud or fraudulent misrepresentation;
 - 11.1.3 breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or
 - 11.1.4 any other liability which may not lawfully be excluded.
- 11.2 Nothing in this agreement limits or excludes the Consultancy's liability for:
 - 11.2.1 breach of clause 8 (Intellectual Property Rights); or
 - 11.2.2 clause 10 (Indemnity).
- 11.3 Subject to clauses 11.1 and 11.2, the liability of each party for breach of contract, tort (including negligence) or otherwise, shall be limited to the amount in aggregate specified in each Work Order.
- 11.4 Nothing in this clause restricts either party's general obligation at law to mitigate a loss which it incurs, and which might give rise to a claim under clause 11.1.
- 11.5 This clause shall survive termination of this agreement.

12 Insurance

- 12.1 The Consultancy shall maintain in force at least the following insurance policies with reputable insurance companies to cover its potential liabilities in connection with this agreement:
- 12.1.1 a public liability insurance policy with a limit of at least £5 million per claim;
 - 12.1.2 a professional indemnity insurance policy with a limit of at least £5 million per claim; and
 - 12.1.3 employer's liability insurance with a limit of at least £5 million for claims arising from a single event or series of related events in a single calendar year.
- 12.2 The Consultancy must arrange and maintain with a reputable insurer sufficient insurance to cover its potential liabilities under this agreement.
- 12.3 The Consultancy must produce to the Customer within 7 days of request the insurance certificate(s) giving details of such insurance cover and the receipt for the current year's premium.

13 Term and Termination

- 13.1 This agreement commences on the Effective Date and will continue for the Term when it expires automatically unless it is terminated earlier in accordance with clause 13.2 or 13.3.
- 13.2 A party may terminate this agreement at any time on written notice to the other party:
- 13.2.1 if the other party becomes Insolvent;
 - 13.2.2 if the other party commits an irremediable Material Breach of this agreement;
 - 13.2.3 if the other party commits a Material Breach of this agreement and fails to remedy such breach within 30 days of receiving written notice to do so; or
 - 13.2.4 giving one month's notice in writing such notice to take effect in accordance with its terms.
- 13.3 The Customer may terminate the provision of any specified Services or any Work Order:
- 13.3.1 by written notice to the Consultancy if the Consultancy commits a Material Breach of this agreement in respect of the supply of the Services in question and fails to remedy that breach within 5 Business Days of being required to do so by written notice from the Customer; or
 - 13.3.2 at any time by giving one month's written notice to the Consultancy.
- Any notice of termination given pursuant to this clause shall take effect in accordance with its terms.
- 13.4 If the provision of any Services or a Work Order is terminated under clause 13.3, the Fees for the Services in question shall be reduced to an amount equal to the cost to the Consultancy of supplying those Services (if any) on a time and materials basis, unless otherwise agreed in writing between the parties. The Consultancy's obligation to provide the remaining Services or to perform its obligations under any remaining Work Order shall continue in force.

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- 13.5 For the purposes of clauses 13.2 and 13.3 a Material Breach is remediable if time is not of the essence in performing the obligation and if the breaching party can comply with the obligation within the 30 day period.
- 13.6 If the Consultancy is unable to carry out the Services due to illness or accident and such incapacity continues for a period of 10 Business Days (and the Consultancy is unable to provide a replacement reasonably acceptable to the Customer for the duration of such period of incapacity), the Customer shall be entitled to terminate the agreement forthwith by notice in writing to the Consultancy given at any time while such incapacity continues.

14 Consequences of Termination

- 14.1 Termination of this agreement for whatever reason shall be without prejudice to the rights, obligations and liabilities of either party then accrued
- 14.2 Upon termination of this agreement howsoever arising any Fees due from the Customer are payable in accordance with the terms of a Work Order.

15 Force Majeure

- 15.1 The Affected Party will not be deemed to be in breach of this agreement or otherwise liable to the other party for any delay in performance or any non-performance of any obligations under this agreement (and the time for performance shall be extended accordingly) if and to the extent that the delay or non-performance is due to a Force Majeure Event provided that the Affected Party:
- 15.1.1 could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all matters known to it before the occurrence of the Force Majeure Event and all relevant factors, it ought to have taken but did not take;
 - 15.1.2 has used reasonable endeavours to mitigate the effect of the Force Majeure Event and to carry out its obligations under this agreement in any other way that is reasonably practicable.; and
 - 15.1.3 promptly notifies the other party of the nature and extent of the circumstances giving rise to the Force Majeure Event.
- 15.2 Where the Consultancy is the Affected Party, the Consultancy must take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 15.3 If a Force Majeure Event prevails continuously for more than one month from the date on which it began, the Customer may terminate this agreement by giving at least 30 clear days' notice to terminate. Once a notice to terminate has been validly given, this agreement will terminate on the termination date set out in the notice.

16 Confidential information

- 16.1 The Consultancy undertakes that during the term of this agreement and after its termination it will not:
- 16.1.1 use, divulge or communicate to any person, except such of its employees or agents who need to know for the provision of Services under this agreement, its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any Confidential Information concerning the Customer or any company in the Customer's Group which may have or may in future come to its knowledge and each of the parties shall use its reasonable endeavours to prevent the publication or disclosure of any Confidential Information;
 - 16.1.2 divulge or communicate any of the Customer's Confidential Information (or any company in the Customer's Group's Confidential Information) to any of the Customer's employees or agents other than those employees or agents who form part of the project team (as notified by the Customer from time to time) without the prior written agreement of the Customer.
- 16.2 Subject to clause 8.1, upon termination of this agreement for any reason, or upon the receipt by the Consultancy of written demand from the Customer, the Consultancy must forthwith:
- 16.2.1 return to the Customer all written Confidential Information provided to the Consultancy; and
 - 16.2.2 either return or destroy all notes, memoranda and other stored information (including information stored in any computer system or other device capable of containing information whether in readable form or otherwise) prepared by the Consultancy which relates to any Confidential Information, whether or not any of the same are then in the Consultancy's possession; and
 - 16.2.3 confirm in writing by its authorised representative that all Confidential Information has been returned or destroyed.
- 16.3 Any copy documents retained in accordance with clause 8.1 will remain subject to the obligations of confidentiality set out in this clause 0.
- 16.4 Subject to clause 8, the Customer shall keep confidential all information relating to the Consultancy's business systems, methodologies, proprietary systems or application programs which may be communicated to or gained by the Customer in connection with or in the course of provision of the Services which is designated in writing as confidential at the time of its supply save that it may be disclosed to such of its employees or agents who need to know for the purposes of this agreement, to its professional representatives or advisers or as may be required by law or any legal or regulatory authority.
- 16.5 The duty of confidence of either party in this clause 0 shall not extend to any information which:
- 16.5.1 was already in the possession of the receiving party or lawfully received from a third party,
 - 16.5.2 was already published at the date of such disclosure; or subsequently published or disclosed through no fault of the other party;

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16.5.3 can be shown to have been independently developed or created without access to such information disclosed; or

16.5.4 is required to be disclosed by law or regulatory authority.

16.6 This clause shall survive termination of this agreement.

17 Data protection

Compliance with law

17.1 Both parties shall comply with all applicable requirements of Data Protection Law. This clause 17 is in addition to, and does not relieve or replace, a party's obligations under Data Protection Law.

17.2 The Consultancy shall take all steps reasonably requested by the Customer to assist the Customer (or a Customer Affiliate) in complying with the obligations applicable to the Customer (or the Customer Affiliate) under Data Protection Law.

17.3 The Consultancy shall not perform its obligations under this agreement in such a way as to cause Customer (or a Customer Affiliate) to breach any of its (or their) obligations under Data Protection Law.

Data processing

17.4 If the Consultancy is required to process any Personal Data in connection with the provision of Services under this agreement the parties acknowledge and agree that, for the purposes of Data Protection Law, the Consultancy acts as a processor in its processing of Personal Data on behalf of the Customer (as controller) in the performance of the Consultancy's obligations under this agreement.

17.5 Further information about the Personal Data processing activities contemplated by this agreement is set out in the Data Processing Details. The Customer may from time to time, by written notice to the Consultancy, make such amendments to the Data Processing Details as the Customer reasonably considers necessary to meet the requirements of Data Protection Law. Nothing in the Data Processing Details (including as amended pursuant to this clause 17.5) confers any right or imposes any obligation on any party to this agreement. The provisions of this clause 17 shall apply notwithstanding any error or omission in the Data Processing Description (including as amended pursuant to this clause 17.5).

17.6 The Consultancy shall:

17.6.1 only process the Personal Data for the purposes of performing its obligations under this agreement and in accordance with the written instructions given by the Customer from time to time, unless the Consultancy is subject to an obligation under applicable law (including Data Protection Law) of the European Union or a member state of the European Union to do otherwise, in which case the Consultancy shall (unless prohibited by law on important grounds of public interest) notify the Customer in advance of that legal obligation;

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- 17.6.2 notify the Customer immediately if an instruction from the Customer breaches a requirement of Data Protection Law) and take such steps as are subsequently requested by the Customer to comply with clause 17.6.1 in a manner that is in accordance with Data Protection Law;
 - 17.6.3 maintain written records of all Personal Data processing activities carried out on behalf of the Customer pursuant to this agreement containing the information prescribed by Article 30 of the GDPR and the Consultancy shall provide the Customer with access to and copies of those records upon the Customer's request; and
 - 17.6.4 not disclose the Personal Data to any third party in any circumstances other than on the Customer's written instructions, with Customer's specific written consent or where required to do so by applicable law (including (without limitation) Data Protection Law).
- 17.7 The Consultancy warrants to the Customer that it has:
- 17.7.1 the expertise, knowledge and resources to comply with its obligations under this clause 17; and
 - 17.7.2 appropriate technical and organisational measures in place to ensure that its processing of Personal Data under this agreement complies with the requirements of Data Protection Law.

Data Security

- 17.8 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Consultancy shall, with respect to the Personal Data, implement and maintain appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum:
- 17.8.1 comply with the requirements of Data Protection Law, including Article 32 of the GDPR and
 - 17.8.2 include the Security Measures.
- 17.9 The Consultancy shall carry out regular (and at least on an annual basis) appropriate tests, assessments and evaluations of the effectiveness of the Security Measures implemented pursuant to clause 17.8 in ensuring the protection of Personal Data and provide the results of such tests, assessments and evaluations to the Customer promptly upon request.
- 17.10 The Consultancy shall ensure that all personnel with access to Personal Data:
- 17.10.1 are subject to a contractual duty of confidence to hold the Personal Data in strict confidence;
 - 17.10.2 only process the Personal Data in the manner permitted by this clause;
 - 17.10.3 are given access to the Personal Data only on a "need to know" basis as necessary for the Consultancy to perform its obligations under this agreement; and
 - 17.10.4 have been trained in the protection of Personal Data.

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17.11 The Consultancy shall, at the Customer's request, provide the Customer with such assistance as is contemplated by Article 28(3)(f) of the GDPR (or any equivalent requirement of Data Protection Law) and, without prejudice to the foregoing, such assistance may include:

17.11.1 assisting the Customer with the preparation of a data protection impact assessment pursuant to Article 35 of the GDPR; and

17.11.2 assisting the Customer with any consultation with a DP Regulator required pursuant to Article 36 of the GDPR.

Security incidents

17.12 The Consultancy shall immediately notify the Customer in writing of each Security Incident of which it becomes aware. The Consultancy shall (to the extent feasible) ensure that the initial notification comprises the following information:

17.12.1 a description of the nature of the Security Incident including where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of Personal Data records concerned;

17.12.2 the name and contact details of the Consultancy's data protection officer or other contact point where more information can be obtained;

17.12.3 a description of the likely consequences of the Security Incident;

17.12.4 a description of the measures taken or proposed to be taken by the Consultancy to address the Security Incident, including, where appropriate, measures to mitigate its possible adverse effects; and

17.12.5 such other information as the Customer may require.

17.13 In the event that the Consultancy is unable to provide all of the information required under clause 17.12 in accordance with the time limits set out in that clause, the Consultancy shall provide as much information as it is able to within those time limits and shall provide all further information as soon as reasonably practicable thereafter.

17.14 Without prejudice to clauses 17.12 and 17.13, upon the occurrence of a Security Incident the Consultancy shall:

17.14.1 immediately conduct a full investigation into the reasons for and circumstances of the Security Incident;

17.14.2 take all necessary actions to prevent, contain, and mitigate the impact of, the Security Incident, and remediate the Security Incident;

17.14.3 promptly, and in no event more than two (2) Business Days after the date the Consultancy discovered the Security Incident, provide a written report to the Customer providing all relevant details concerning the Security Incident, including (without limitation) the nature of the Security Incident, the Personal Data at issue, and the incident response and remedial actions taken and planned with respect to the Security Incident, and such other information as the Customer may reasonably request;

17.14.4 collect and preserve all evidence concerning the discovery, cause, vulnerability, remedial actions and impact related to the Security Incident, which shall meet reasonable expectations of forensic admissibility;

17.14.5 document the incident response and remedial actions taken in detail, which shall meet reasonable expectations of forensic admissibility;

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17.14.6 if requested by the Customer, assist the Customer with the provision of notices to data subjects whose Personal Data was or may have reasonably been exposed, DP Regulators, public authorities and the media, in a manner and format specified by the Customer; and

17.14.7 take such other steps as are requested by the Customer to deal with and respond to the Security Incident.

- 17.15 The Consultancy shall not make any announcement, or issue any notice or information, about a Security Incident (a **Breach Notice**) without the prior written consent of the Customer and, if consent is given, prior written approval by the Customer of the content, media and timing of each Breach Notice. The Customer's consent and approval will not be unreasonably withheld or delayed if the Consultancy is required to issue a Breach Notice by law.

Data subject rights and complaints, and regulatory action

- 17.16 The Consultancy shall, at the Customer's request, assist the Customer with all data subject rights requests received from data subjects of the Personal Data, including (without limitation) by providing to the Customer such assistance as is contemplated by Article 28(3)(e) of the GDPR. Such assistance shall involve following the Customer's written instructions to release, rectify, delete, or restrict processing of, the Personal Data.
- 17.17 Without prejudice to clause 17.16, if the Consultancy receives any complaint, notice, request (including any subject access request) or communication (whether from a data subject, DP Regulator or other person) which relates directly or indirectly to the processing of Personal Data or to either party's compliance with Data Protection Law, it shall immediately notify the Customer in writing and it shall provide the Customer with full cooperation and assistance in relation to the same, and such assistance may include the provision of a copy of all or part (as directed by the Customer) of the Personal Data held by the Consultancy. The Consultancy shall not respond to the complaint, notice, request or communication without the prior written consent of the Customer (except to the extent required by law), provided that the Consultancy may acknowledge receipt.
- 17.18 The Consultancy shall provide such cooperation and assistance as is reasonably requested by the Customer with respect to any investigation carried out by a DP Regulator into the Personal Data processing activities contemplated by this agreement.

Cross-border transfers

- 17.19 The Consultancy shall not transfer, access or process the Personal Data outside countries granted by an adequacy decision by the Federal Council and by the European Commission (the "Safe Countries") save where expressly authorised or instructed by the Customer in writing to do so.
- 17.20 In the event that the Customer authorises or instructs the Consultancy to transfer, access or process the Personal Data outside the Safe Countries, the Consultancy shall take such steps as are requested by the Customer to ensure that the transfer, access or processing at all times complies with Data Protection Law.

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Subcontracting

- 17.21 The Consultancy shall not subcontract the processing of Personal Data to a sub processor without the prior written consent of the Customer. The Consultancy shall provide the Customer with such information as the Customer reasonably requests in order for the Customer to determine the suitability of each proposed sub processor.
- 17.22 In the event that the Customer provides its consent, the Consultancy shall (prior to the sub processor processing the Personal Data) enter into an agreement with the sub processor on terms that provide no less protection for the Personal Data than those set out in this clause 17 and meet the requirements of Data Protection Law; the Consultancy shall ensure that the agreement remains in force for the duration of the sub processor's processing of Personal Data.
- 17.23 The Consultancy shall ensure that each sub processor complies with the Consultancy's obligations under this clause 17. The Consultancy shall remain fully liable for the acts and omissions of each sub processor.
- 17.24 The Customer may subsequently withdraw its consent to the engagement of a sub processor where it has reasonable grounds for doing so (including (without limitation) where the Customer has concerns over the ability of the sub processor to process the Personal Data in the manner contemplated by this agreement) and in such circumstances, the Consultancy shall cease to use the sub processor to process Personal Data.

Cessation of processing

- 17.25 The Consultancy shall (at the Customer's option) securely return to the Customer or securely destroy the Personal Data, together with all copies in any form and in any media, in the Consultancy's power, possession or control promptly following the earlier of:
- 17.25.1 termination or expiry of this agreement;
 - 17.25.2 a request from the Customer; or
 - 17.25.3 if the Consultancy no longer needs the Personal Data in connection with the performance of its obligations under the agreement,
- and the Consultancy shall at the Customer's request, provide a written certificate confirming the Consultancy's compliance with this clause 17.25.

Audit

- 17.26 The Consultancy shall provide the Customer with all information requested by the Customer to enable the Customer to verify the Consultancy's (and each sub processor's) compliance with this clause 17.
- 17.27 Without prejudice to the Customer's other rights and remedies, in the event that the Customer identifies any non-compliance with this agreement as a result of the exercise of its rights under clause 17.26 the Consultancy shall:

- 17.27.1 remedy the non-compliance and shall take such steps as the Customer reasonably requests for this purpose; and
- 17.27.2 reimburse the Customer for the costs and expenses incurred by the Customer in connection with the exercise of its rights.

Customer Affiliates

- 17.28 The parties agree that the Customer Affiliates are intended third party beneficiaries of the provisions of this clause 17 and such provisions are intended to inure to the benefit of the Customer Affiliates. Accordingly, each Customer Affiliate shall have the benefit of, and the right to enforce in its own capacity, all Rights of the Customer under this clause 17 (as if it were the Customer) in respect of the Personal Data for which the Affiliate is the controller. For these purposes, **Rights** includes the benefit of any of the following:
 - 17.28.1 a right of the Customer under this clause 17;
 - 17.28.2 an obligation on the Consultancy under this clause 17; and
 - 17.28.3 a warranty or representation by the Consultancy under this clause 17.
- 17.29 The parties may, in accordance with this agreement, vary, rescind or terminate this agreement (whatever the nature of such variation, rescission or termination) without seeking the consent of any third party on whom clause 17 confers rights.

Indemnity

- 17.30 The Consultancy shall fully indemnify, keep indemnified and hold harmless the Customer and the Customer Affiliates on demand from and against any and all Losses arising out of or in connection with the Consultancy's (or its sub processor's) failure to comply with provisions of this clause 17 or Data Protection Law. Losses shall include (without limitation) investigative and remediation expenses, legal fees and costs, costs of mailing notice of a Security Incident, expenses incurred in responding to a DP Regulator, public relations consulting expenses, expenses to set up a call centre, credit monitoring services expenses and regulatory fines or penalties.
- 17.31 This clause shall survive termination of this agreement.

18 Anti-bribery/corruption

- 18.1 The Consultancy shall and shall procure that its Associated Persons:
 - 18.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
 - 18.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 18.1.3 comply with the Customer's Ethics, Anti-bribery and Anti-corruption Policies as notified to the Consultancy from time to time;
 - 18.1.4 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 18.1.2, and will enforce them where appropriate;

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- 18.1.5 promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Consultancy in connection with the performance of this agreement;
 - 18.1.6 immediately notify the Customer (in writing) if a foreign public official becomes an officer or employee of the Consultancy or acquires a direct or indirect interest in the Consultancy (and the Consultancy warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement).
- 18.2 The Consultancy shall within one month of the date of this agreement, and annually thereafter, certify to the Customer in writing signed by an officer of the Consultancy, compliance with this clause 18 by the Consultancy and all Associated Persons. The Consultancy shall provide such supporting evidence of compliance as the Customer may reasonably request.
- 18.3 The Consultancy shall ensure that any Associated Person who is performing services or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Consultancy in this clause 18 (**Relevant Terms**). The Consultancy shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.
- 18.4 Breach of this clause 18 shall be deemed an irremediable Material Breach under clause 13.2.2 (Termination).
- 18.5 For the purpose of this clause 18 the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

19 Slavery

The Consultancy must comply with the Slavery Rules; Breach of this clause 19 shall be deemed an irremediable Material Breach under clause 13.3 (Termination).

20 Assignment and sub-contracting

- 20.1 The Consultancy shall not, without the prior consent of the Customer, assign, transfer, declare a trust of the benefit of or subcontract or delegate to any third party the performance of all or any of its obligations under this agreement, nor any benefit arising under or out of this agreement.
- 20.2 Where, with consent, the Consultancy uses sub-contractors, any sub-contractor will be the sole responsibility of the Consultancy who will be liable for all Services that are provided by such sub-contractors. All Services provided by sub-contractors will be provided under the terms of this agreement and the Consultancy will ensure that they enter into agreements with any sub-contractors detailing their obligations and in particular obligations of confidentiality regarding Personal Data they receive or process in relation to the Services.
- 20.3 The Customer may assign its rights under the agreement or any part of it to any person, firm, company or entity.

21 Variation

Except as set out in clause 7 (Change Control), a variation to this agreement may be made only by a document signed by each of the parties and expressly incorporating the terms of this agreement as varied into that document.

22 Waiver

- 22.1 A waiver of any term, provision or condition of this agreement shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which it is given.
- 22.2 No failure or delay on the part of any party in exercising any right, power or privilege under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 22.3 No breach of any provision of this agreement shall be waived or discharged except with the express written consent of the parties.

23 Entire Agreement

- 23.1 This agreement and each Work Order constitutes the entire and only agreement between the parties relating to the subject matter of this agreement and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to or in connection with this agreement.
- 23.2 Each party acknowledges that it has not been induced to enter into this agreement in reliance upon, nor has it been given, any warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as expressly set out in this agreement and, to the extent it has been, it unconditionally and irrevocably waives any claims, rights and remedies which it might otherwise have had in relation thereto.
- 23.3 The provisions of this clause shall not exclude any liability which any of the parties would otherwise have to the other or any right which either of them may have to rescind this agreement in respect of any statements made fraudulently by the other prior to the execution of this agreement or any rights which either of them may have in respect of fraudulent concealment by the other.

24 No partnership

- 24.1 Nothing in this agreement and no action taken by the parties pursuant to this agreement shall constitute, or be deemed to constitute, the parties a partnership, association, joint venture or other co-operative entity.

25 Notices

- 25.1 Any notice, demand or other communication given or made under or in connection with the matters contemplated by this agreement shall be in writing and shall be delivered personally or prepaid first class post:
in the case of the Consultancy to:
the Consultancy's address set out in the Work Order.
In the case of the Customer to:

Attention: Corporate Legal

and shall be deemed to have been duly given or made as follows:

- 25.1.1 if personally delivered, upon delivery at the address of the relevant party;
- 25.1.2 if sent by first class post, two Business Days after the date of posting;
provided that if, in accordance with the above provision, any such notice, demand or other communication would otherwise be deemed to be given or made after 5.00 p.m. such notice, demand or other communication shall be deemed to be given or made at 9.00 a.m. on the next Business Day.
- 25.1.3 A party may notify the other party to this agreement of a change to its name, relevant addressee, or address for the purposes of clause 25.1 provided that such notification shall only be effective on:

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- 25.1.4 the date specified in the notification as the date on which the change is to take place; or
- 25.1.5 if no date is specified or the date specified is less than five Business Days after the date on which notice is given, the date falling five Business Days after notice of any such change has been given.

26 Illegality

If any provision in the agreement is found by a court of competent jurisdiction to be illegal, void or unenforceable, the offending part shall be deemed severed from the agreement and the remainder of the agreement shall continue in full force and effect.

27 Exclusion of third party rights

For the purposes of section 1(2) of the Contracts (Rights of Third Parties) Act 1999 the parties agree that they do not intend any provision of this agreement to be enforceable by any third party (other than any company in the Customer's Group) save that any third party rights which exist independently of that Act shall be preserved.

28 Governing law and jurisdiction

- 28.1 This agreement (and any dispute (whether contractual or non-contractual), proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law.
- 28.2 Each of the parties to this agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes (whether contractual or non-contractual), which may arise out of or in connection with this agreement and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.

Signatories

Signed by

for and on behalf of

Customer

Signed by

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Lee Cunningham
for and on behalf of
Cloudorizon Limited

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SCHEDULE 1 SECURITY MEASURES

The security measures within this Schedule are in support of any requirements imposed by any applicable law. If the Consultancy's policies and standards do not meet or exceed these measures, then the measures in this Schedule must apply. Nothing in this Schedule reduces the Consultancy's obligations under the agreement in relation to information security. For the purposes of this Schedule references to '**CUSTOMER Information**' mean Personal Data together with the Customer's Confidential Information.

1. GENERAL ACCESS CONTROL

1.1. The Consultancy must ensure that:

- 1.1.1. visitors to Consultancy's facilities are not permitted to access CUSTOMER Information and/or information systems; and
- 1.1.2. non-employee contractors, e.g., cleaners, engineers, etc., are not permitted to access CUSTOMER Information and/or information systems.

2. LOGICAL ACCESS CONTROL

2.1. The Consultancy must take all measures necessary to prevent unauthorised access to CUSTOMER Information and/or information systems, including, without limitation:

- 2.1.1. ensuring that only authorised users have access to CUSTOMER Information and/or information systems, either directly or remotely;
- 2.1.2. limiting the knowledge of all Consultancy security codes, passwords, passphrases, tokens, telephone access number(s) or other authentication mechanisms that the Customer issues to authorised users with a need to know;
- 2.1.3. changing the Consultancy's users' passwords/passphrases immediately if the Consultancy suspects an unauthorised person has the password or passphrase;
- 2.1.4. terminating (as soon as possible) the access credentials for each authorised user when no longer responsible for processing CUSTOMER Information and/or accessing information systems;
- 2.1.5. implementing the means to lockout accounts to minimize the opportunity for success of brute force attacks;
- 2.1.6. fully utilising, as appropriate, the security features in the software and hardware the Consultancy uses to process or access CUSTOMER Information and/or information systems, e.g. multi-factor authentication, source IP address restrictions, access and privilege restrictions on user accounts, and password strength configuration requirements; and
- 2.1.7. if the Consultancy uses a third party vendor to access CUSTOMER Information and/or information systems, then the Consultancy must ensure the third party vendor safeguards the Consultancy's security access credentials by means of security

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requirements that are no less stringent than those applicable to the Consultancy under this Schedule.

3. PHYSICAL ACCESS CONTROL

3.1. The Consultancy must ensure that all devices used by the Consultancy to access CUSTOMER Information and/or information systems are:

- 3.1.1. placed in secure locations only accessible by authorised users; and
- 3.1.2. secured when not in use through such means as screen locks, securely locking away portable devices, and taking all other appropriate security measures.

4. ENCRYPTION

4.1. The Consultancy must:

- 4.1.1. where practicable, encrypt all CUSTOMER Information using the latest secure encryption algorithms when it is in transit and at rest;
- 4.1.2. use a currently supported, secure version of Transport Layer Security (TLS) for email communications where CUSTOMER Information might be shared; and
- 4.1.3. ensure that end user computing devices and portable storage devices and media are wholly encrypted.

5. SECURITY INCIDENTS AND INVESTIGATIONS

5.1. The Consultancy must:

- 5.1.1. monitor their service resources for security incidents and other suspicious activities that may affect CUSTOMER Information and/or the Services provided to the Customer.
- 5.1.2. document and test a Security Incident response plan which all Consultancy Personnel will be required to follow in the event that a Security Incident is suspected or confirmed.
- 5.1.3. notify CUSTOMER immediately (without undue delay) when they become aware of any actual or potential unauthorised access to CUSTOMER Information and/or information systems or any other breach of security ("**Security Incident**") which affects, or could affect, the Customer.
- 5.1.4. take all steps necessary to remediate a suspected or confirmed Security Incident;
- 5.1.5. provide all information that the Customer reasonably requests relating to any Security Incident affecting, or which could have affected, the Customer, and co-operate fully with the Customer to thoroughly investigate any such Security Incident.

5.2. Reliance may be placed on security logs, which must be protected accordingly:

- 5.2.1. only system user IDs (non-interactive) permitted to create and/or delete system logs;

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5.2.2. security logs should be retained long enough to assist investigations and provide sufficient reasonable detail.

6. VULNERABILITY MANAGEMENT

6.1. The Consultancy must:

- 6.1.1. have a documented vulnerability management process in place that is followed by those responsible for vulnerability management;
- 6.1.2. have vulnerability scanning, penetration testing, and other identification processes to identify vulnerabilities within IT systems (information systems and applications) that are internally and externally facing;
- 6.1.3. have and maintain a schedule for the timely remediation of vulnerabilities identified by vulnerability scanning tools and penetration testing. Remediation to be performed on a risk basis, with the highest risks/criticality being addressed first (Critical => Low);
- 6.1.4. implement security patches in the Consultancy resources in a timely manner, as directed by the system manufacturer in line with their approved schedule and subject to appropriate testing.

7. PHYSICAL SECURITY

7.1. The Consultancy must:

- 7.1.1. keep facilities physically sound, have adequate physical access controls, intruder detection systems that are regularly tested and maintained;
- 7.1.2. keep all printed CUSTOMER Information held by the Consultancy stored in secure locations when not in use and, once no longer required, securely dispose of the printed CUSTOMER Information by the use of cross-cut shredders [of at least DIN 4] or other equally effective destruction method to render the results unreadable and unuseable.

8. PEOPLE SECURITY

8.1. The Consultancy must:

- 8.1.1. have a documented procedure to screen and on-board Consultancy Representatives before access is provided to any information assets or systems, and must conduct appropriate levels of candidate screening prior to on-boarding them, e.g.
 - a) independent identity checks;
 - b) confirmation of stated academic and professional qualifications;
 - c) verification of applicant's CV;
 - d) criminal records check (as permitted by law);
 - e) adverse finance checks, if appropriate.

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- 8.1.2. Implement and maintain an on-going security awareness education and training programme to educate Consultancy Representatives regarding security issues, and the requirements of this Schedule;
 - 8.1.3. ensure that all Consultancy Representatives with access to CUSTOMER Information and/or information systems are subject to a contractual duty to hold such information in strict confidence.
- 8.2. Consultancy must keep CUSTOMER Information assets and Consultancy resources free of known viruses and other malicious computer code.

9. BUSINESS CONTINUITY, DISASTER RECOVERY AND RESILIENCE

9.1. The Consultancy must:

- 9.1.1. have and maintain current documented Business Resilience, Continuity and Disaster Recovery Plans (the "**Plans**") in place. The Customer reserves the right to audit the Plans, and the means to put them into effect;
- 9.1.2. review, keep up to date, and successfully test the Plans not less than once annually, and in accordance with standard industry practice;
- 9.1.3. take backups of CUSTOMER Information, if required by a Work Order, testing them on a periodic basis to ensure the restore capability, in order to maintain availability of CUSTOMER Information.

10. ASSESSMENT OF ADHERENCE TO SECURITY SCHEDULE

- 10.1. At its own expense, the Customer may periodically conduct an audit, test or inspection (or collectively, "**Assessment**") of the Consultancy to determine the Consultancy's compliance with this Schedule and the agreement.
- 10.1.1. the Consultancy must co-operate in all such Assessments, which may be required prior to the initiation of any Services.
 - 10.1.2. the Customer (or a third party designated by the Customer) may conduct onsite Assessments at each Consultancy facility where work is performed for or on behalf of the Customer, during normal business hours, upon reasonable notice, and subject to reasonable confidentiality obligations.
 - 10.1.3. In the event that the Customer has a reasonable suspicion that the Consultancy is not in compliance with this Schedule or applicable law (e.g. GDPR), the Customer may conduct additional Assessments.
- 10.2. Such Assessments must be conducted on a mutually agreed upon date which must be no more than thirty (30) business days after the Customer's written notice of time, location, and duration, subject to reasonable postponement by the Customer upon the Consultancy's request, provided that such postponement does not exceed twenty (20) business days, and that no such postponement shall apply in the case of a Security Incident.

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10.3. Following an Assessment, the Customer must provide to the Consultancy a copy of the summary report of findings and applicable recommendations for remediating any observations, along with appropriate remediation timelines based on the identified risk criticality.

10.3.1. The Consultancy shall be required to remediate, at its own expense, any observations of the Assessment.

10.3.2. If the Consultancy fails to remediate any observations or provide supporting evidence of such remediation, the Customer shall be entitled, at the Consultancy's expense, to perform additional Assessments within that year in order to confirm (or refute) any claims of remediation.

The Consultancy agrees to promptly take action at its expense to address and correct any outstanding observations.