

MASTER SERVICES AGREEMENT

between

[Customer Name]

and

Peregrine International Limited

THIS **MASTER SERVICES AGREEMENT** is made on the _____ of _____ 202[X] (the “**Effective Date**”)

BETWEEN

- 1. **[Customer Name] [Customer No:]** a limited company registered in England & Wales with company number **[number]**, with its registered office at **[Address]** (“**Customer**”) and
- 2. **Peregrine International Limited** a limited company registered in England & Wales with company number 15475234 with its registered office at Golden Cross House, 8 Duncannon Street, London WC2N 4JF (“**Supplier**”) (together with the Customer, the “**Parties**” and each a “**Party**”).

WHEREAS

- a) The Supplier and its Affiliates are in the business of providing Personnel as contingent workers to provide technology related services and have agreed to make such Personnel available to the Customer and Customer Affiliates for such assignments as the Parties may agree from time to time on the terms set out in this master services agreement (the “**Agreement**”).
- b) When the Customer or any Customer Affiliate requests Services from the Supplier or any Supplier Affiliate, the relevant parties will enter into a separate Statement of Work which shall be governed by the terms of this Agreement.

It is agreed as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. The following definitions and rules of interpretation apply in this Agreement (unless the context requires otherwise):

Affiliate means in relation to a Party, any legal entity that directly or indirectly controls, is controlled by, or is under common control with that Party from time to time;

Background Checks means those checks listed in Schedule 3;

Backup Media means electronically stored Confidential Information maintained in the ordinary course of the receiving Party's business for archival, backup or disaster-recovery purposes;

Business Day means a day other than a Saturday, Sunday or a day on which financial institutions in England are authorized to close;

Confidential Information means any and all non-public information in whatever form (including, without limitation, in written, oral, visual or electronic form) clearly identified as proprietary or confidential, or which given its nature and the circumstances surrounding its disclosure would reasonably be construed to be confidential including, without limitation, the existence and terms of this Agreement, the Services, any data belonging to the Customer or the Supplier, information concerning business methods, business plans, customer and vendor information, methodologies, internal policies and procedures, pricing terms, and test results, code, inventions, analyses, any business, technical, and financial information, and any third party software and systems and related information;

Personnel means such individual(s) as employed by the Supplier and deployed under an SOW;

Customer Policies means any reasonable policy of the Customer a copy of which has been provided to the Supplier in writing;

Data Protection Laws means all laws, regulations, and other legal or self-regulatory requirements in any jurisdiction applicable to the Processing of Personal Data in connection with the Agreement, including without limitation, to the extent applicable, the EU General Data Protection Regulation 2016/679 ("GDPR"), Data Protection Act 2018, and the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. ("CCPA"), as may be amended, replaced or superseded from time to time;

Force Majeure means circumstances beyond a Party's reasonable control, including, without limitation, war; civil disorder; strike; flood; fire; storm; accident; terrorism; governmental restriction; infectious disease; epidemic; pandemic; public health emergency; embargo; power, telecommunication or Internet failures; damage to or destruction of any network facilities; the enactment of any law, executive order, or judicial decree; or any other circumstances beyond a Party's control whether similar or dissimilar to the foregoing;

Furlough shall mean a temporary, unpaid leave of absence;

Intellectual Property Rights means any and all present and future copyrights, registered designs, patents, trademarks, service marks, trade names and domain names, design rights, semiconductor topography rights, rights to extract or re-utilise data, rights in computer software, database rights, trade secrets, rights of confidence and all and any other intellectual property rights, and in each case whether registered or unregistered and including all applications and registrations (and rights to apply) for, and all extensions and renewals of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

Location means the location(s) at which the Customer requires the Services to be supplied, as set out in the SOW;

Personal Data means any information relating to an identified or identifiable natural person or that is otherwise defined as "personal information" or "personal data" by Data Protection Laws;

Personal Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Supplier's Personal Data;

Processing, Process and Processes shall have the same meaning as in the GDPR or the CCPA, as applicable, and their cognate terms shall be construed accordingly;

Services as defined in Section 3.1;

SOW means each statement of work to this Agreement which sets out the Personnel(s) and Services and shall be in the form attached hereto as Schedule 2; and

Work Product means any item of work produced, invented, developed, written and/or prepared by the Personnel as part of the Services delivered pursuant to this Agreement.

- 1.2. The headings in this 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.
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- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural, shall include the singular.

2. CONTRACTING PROCESS

- 2.1 This Agreement governs the overall relationship of the Parties in relation to the Services provided by the Supplier to the Customer and sets out:
- a) in this Section 2, the procedure for the Customer and Customer Affiliates to request the provision of Services from the Supplier or Supplier Affiliates under separate SOW's; and
 - b) in Schedule 2, the template SOW containing all SOW terms, to be entered into by the Supplier or Supplier Affiliate and Customer or Customer Affiliate.
- 2.2 The Customer and Customer Affiliates ("**Customer Contracting Party**") will, during the Term, be entitled to request in writing the provision of Services from the Supplier or a Supplier Affiliate by preparing and agreeing an SOW with the Supplier or a Supplier Affiliate ("**Supplier Contracting Party**").
- 2.3 A SOW will not enter into force, be legally binding or have any other effect unless:
- a) the SOW has been signed by the authorised representatives of both Parties to it; and
 - b) as at the date the SOW is signed, this Agreement has not been terminated.
- 2.4 Each SOW executed by the Customer Contracting Party and Supplier Contracting Party under and in accordance with the Agreement shall constitute a separate and distinct agreement between the Customer Contracting Party and Supplier Contracting Party (and will not form part of the Agreement), and such SOW shall automatically incorporate and be governed by the terms of this Agreement, in each case:
- a) with references to the Customer being read as references to the Customer Contracting Party and references to the Supplier being read as references to the Supplier Contracting Party (and the rights and remedies of the Customer or Supplier under the Agreement, under common law or in equity will be deemed to be the rights and remedies of the Customer Contracting Party or Supplier Contracting Party (as applicable)); and
 - b) subject to such terms, amendments or variations as are expressly agreed by the Customer Contracting Party and Supplier Contracting Party.

3. SERVICES

- 3.1. Throughout the Term of this Agreement, the Supplier shall make available to the Customer the Personnel(s) to carry out the services as set forth in each SOW (the "**Services**") at the Location(s).
- 3.2. The Customer agrees that:
- a) each SOW will be for a fixed term of twenty-four (24) months;
 - b) Personnel will be engaged for the minimum number of billable days stated in the SOW per annum or, for 250 billable days per annum if no minimum number of billable days is stated in the SOW;
 - c) any request for Furlough shall not exceed ten (10) Business Days in total in any calendar year and that any such Furlough will be pro-rated to the start date of the Personnel;
 - d) it shall supply Personnel with all such equipment, including hardware, required for Personnel to provide the Services, and shall ensure any such equipment complies with Customer's information security policies and requirements; and
 - e) it shall provide a safe workplace and workspace for Personnel.
- 3.3. The Parties shall appoint named representatives who shall have full responsibility for the monitoring and administration of their obligations pursuant to the terms of this Agreement.
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4. OBLIGATIONS OF THE SUPPLIER

4.1. The Supplier shall:

- a) recruit, interview, select, hire, train and assign Personnel who, in Supplier's judgment, are best qualified to perform the Services;
- b) verify that Personnel are eligible for employment in the Location;
- c) carry out Background Checks in accordance with applicable law;
- d) ensure that Personnel undertake and carry out the Services at the Location;
- e) ensure that Personnel provide the Services with due care, skill and ability;
- f) ensure that Personnel while at the Customer's premises or otherwise performing the Services comply with Customer Policies;
- g) manage the Personnel and administer any disciplinary actions or grievance procedures;
- h) be responsible for payment of wages, employment related taxes and other employee benefits to Personnel;
- i) maintain applicable personnel and payroll records related to Personnel;
- j) be responsible for all matters pertaining to poor performance or misconduct of Personnel;
- k) be responsible for any and all other employment related requirements for Personnel; and
- l) obtain all licenses and permits required for it to perform the Services hereunder, provided that where applicable Customer will provide all necessary assistance to enable Supplier to obtain relevant licences and/or permits.
- m) The Supplier shall maintain a list detailing the names and contact details of all Personnel working on the Customer's premises.

4.2. Where a Personnel does not perform the Services as specified in the relevant SOW (the "**Requirements**"), Supplier and Customer shall agree on a plan to remediate any such issue within ten (10) Business Days of Supplier receiving written notice from Customer (the "**Remediation Plan**"). As part of the Remediation Plan the Parties shall agree on a reasonable time frame for remediation (the "**Remediation Period**") and if following the Remediation Period the Personnel still does not meet the Requirements, Supplier shall either replace such Personnel or agree on another period of remediation with Customer. Where a Personnel is in breach of any applicable law or a material breach of Customer Policies, Customer may request that such Personnel be removed from performance of the Services. Supplier shall immediately remove such Personnel and Customer and Supplier shall agree as to whether such Personnel should be replaced and the timeframe for providing such replacement.

5. FEES AND PAYMENT

- 5.1. In consideration of the Supplier providing to the Customer the Services, the Customer shall pay to the Supplier a monthly fee calculated using the rates set out in Schedule 1 (the "**Fee**"). The Customer agrees to pay the Fee in the currency set out in the SOW. The Supplier will review the rates set out in Schedule 1 on an annual basis and may increase them on each anniversary of the Term in line with the applicable consumer price index available for the month in which the review takes place. For the avoidance of doubt, any increase in rates will not apply to Statements of Work that have been executed prior to such rate review taking place.
 - 5.2. Supplier shall submit Personnel timesheets to Customer for approval and Customer agrees to approve such Personnel timesheets within ten (10) Business Days of them being submitted.
 - 5.3. The Supplier shall invoice the Customer for the Fee monthly in arrears. Customer shall pay Supplier's invoices in full and without set off within thirty (30) days of receipt. Overdue Fees shall attract interest at the rate of 2% per month.
 - 5.4. Where Customer requires Personnel to work additional days or hours to those set out in the SOW, Customer shall supply written notice to Supplier and the rates to be charged shall be agreed between the Parties. For the avoidance of doubt, such rates shall not be less than the rates agreed in the SOW and where applicable, will comply with statutory rates. Customer acknowledges that in the event overtime eligible Personnel work more than the statutory maximum hours in a day or workweek for Customer, Personnel will be entitled to
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premium payment for overtime compensation. Supplier acknowledges and agrees that it is solely responsible for ensuring all hours worked by Personnel are paid at the legally required rate.

- 5.5. Where the Customer requires Personnel to provide the Services, within the same jurisdiction, but anywhere other than the Location(s), such new location will first be agreed between the Parties and where agreed the Customer shall reimburse all travel and other reasonable expenses incurred by the Personnel as a result of working at such alternative location.
- 5.6. All payments to be made under this Agreement are exclusive of value added tax, goods and services tax, sales tax or other similar tax ("**VAT**") which, if chargeable, is payable by the Customer on any relevant supply of goods or services made under this Agreement by the Supplier. An amount equal to such VAT shall be paid by the Customer to the Supplier at the prevailing rate in the relevant jurisdiction subject to a valid VAT invoice being issued, if required, in respect of the goods or services supplied. Where applicable, the Customer shall be responsible for the payment of any VAT due and payable by the Customer under a reverse charge mechanism in any country. The Parties agree that under current applicable law all payments due to Supplier under this Agreement are not subject to withholding. In the event of a change in law or interpretation Customer agrees to notify Supplier at least ten (10) Business Days in advance of withholding and provide Supplier with an opportunity to discuss with Customer such withholding.

6. WORK PRODUCT

- 6.1. The Customer will own all Intellectual Property Rights in the Work Product. The Supplier hereby assigns, and shall procure that the Personnel assigns, to the Customer all present and future Intellectual Property Rights in or relating to the Work Product to the fullest extent permitted by law with full title guarantee for the whole period for which such Intellectual Property Rights subsist including, without limitation, the right to sue for past infringements.
- 6.2. The Supplier and the Personnel shall at the request and cost of the Customer do all such reasonable acts and things and sign all such documents as may be necessary to enable the Customer to apply for and obtain protection for the Work Product in any and all countries and to vest title to the Work Product in the Customer absolutely, and to defend and enforce its Intellectual Property Rights in relation to the Work Product.

7. TERM AND TERMINATION

- 7.1. **Term.** This Agreement commences on the Effective Date and continues for a period of four (4) years (the "**Initial Term**"). The Term of this Agreement will automatically renew for additional one (1) year periods (each a "**Renewal Term**" which together with the Initial Term will be referred to as the "**Term**") unless either Party gives notice of its intent not to renew at least six (6) months prior to expiration of the Initial Term or the then-current Renewal Term. In the event the Term of this Agreement expires or is terminated while a Statement of Work is pending, the terms of this Agreement will continue to control until expiration or termination of the Statement of Work in accordance with their respective terms.
 - 7.2. **SOW Term.** Each SOW will commence on the SOW Start Date (as defined in the SOW) and will, subject to the provisions of this Agreement, continue in full force and effect for the SOW Term (as defined in the SOW).
 - 7.3. **Termination.** Without prejudice to any right or remedy either Party may have against the other for breach or non-performance of this Agreement, either Party will be entitled to terminate this Agreement by providing notice in writing if the other Party:
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- a) commits a material breach of this Agreement which is incapable of remedy or, in the case of any such breach capable of remedy, it has failed to remedy or has repeated the breach within sixty (60) days after receiving written notice from the other Party setting out details of the breach;
 - b) commits any offence under the Bribery Act 2010 or any equivalent legislation in any other applicable jurisdiction; or
 - c) makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or for reorganization or rearrangement under the bankruptcy laws, or if a petition in bankruptcy is filed against such other Party and is not dismissed within sixty (60) days after the filing, or if a receiver or trustee is appointed for all or any part of the property or assets of such other Party.
- 7.4. **Effects of termination.** Upon termination of this Agreement for whatever reason each Party shall deliver up to the other Party all property belonging to or relating to the business of the other Party which may be in its possession, custody or under its control.
- 7.5. **Survival.** Termination or expiry of this Agreement shall be without prejudice to the rights of either Party. For the avoidance of doubt, Sections 1, 5, 6, 7.4, 7.5, 8, 9, 10, 11, 12, 13 and 14 shall survive termination or expiry of this Agreement.

8. WARRANTIES, INDEMNITIES AND LIMITATION OF LIABILITY

- 8.1. **Warranties.** Each Party represents and warrants that (i) it has the requisite rights and authority necessary to enter into and carry out the terms and conditions of this Agreement, (ii) the performance of the terms of this Agreement and its obligations under this Agreement will not violate any separate agreement, law or regulation by which the Party is bound, and (iii) it shall comply with all applicable laws, statutes and regulations.
- 8.2. **Supplier Indemnity.** The Supplier shall indemnify, defend and hold harmless the Customer against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable counsel fees) arising from its (i) breach or alleged breach of any representation or warranty of Supplier contained in this Agreement, or (ii) breach of Section 10 (Confidentiality).
- 8.3. **Customer Indemnity.** The Customer shall indemnify defend and hold harmless the Supplier against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable counsel fees) arising from (i) its breach or alleged breach of any representation or warranty of Customer contained in this Agreement, (ii) its breach of Section 10 (Confidentiality), (iii) its breach of Section 11 (Data Protection), (iv) its breach of Section 12 (Non-Solicitation) or (v) the Customer's treatment or alleged treatment of any Personnel, including for discrimination, harassment or retaliation that arise out of the conduct of the Customer or a Customer Affiliate.
- 8.4. **Liability Exclusions.** Save for any liability that cannot be excluded by way of law, neither the Supplier nor its partners, directors, officers, shareholders, employees, advisors or agents will be liable (whether in contract, tort, or for any other reason) for any (i) economic loss, including loss of revenues, profits or business, (ii) loss of goodwill or reputation, (iii) loss of data or information, or (iv) indirect, consequential or special losses suffered or incurred by the Customer arising out of or related to this Agreement.
- 8.5. **Limitation of Liability.** To the maximum extent permitted by applicable law, in no event will Supplier's liability to Customer under this Agreement exceed an amount equal to the fees actually received by Supplier from Customer during the twelve (12) months preceding the event triggering liability (or, if this Agreement will have been in effect less than twelve (12) months, such shorter period as this Agreement will have been in effect).
- 8.6. **Procedure.** As a condition to the indemnifying Party's obligations under this Section 8, the Party requesting indemnification (the "**Indemnified Party**") must: (i) give the Party from whom indemnification is sought (the "**Indemnifying Party**") prompt written notice of the Indemnified Party's claim for indemnification; (ii) give the Indemnifying Party sole control over the defense and settlement of any third party claim (provided that the Indemnifying Party may not settle any claim unless it unconditionally releases the Indemnified Party of all liability); and (iii) provide the Indemnifying Party, at the Indemnifying Party's cost, all reasonable assistance.
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- 8.7. EXCEPT AS SET FORTH ABOVE, SUPPLIER SPECIFICALLY DISCLAIMS ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

9. RELATIONSHIP BETWEEN THE PARTIES

It is understood and agreed that Supplier is acting as an independent contractor in performance of its obligations hereunder. Nothing herein contained will be construed as creating the relationship of principal and agent, or employer and employee, or partnership or joint venture between Supplier and Customer, or between any Personnel and the Customer. Both Parties acknowledge that Supplier and Personnel are not employees of the Customer for any purpose. In no event will either Party be entitled to enter into any agreements on behalf of the other. Supplier will retain the right to perform services for others during the Term of the Agreement.

10. CONFIDENTIALITY

- 10.1. **Obligations.** Each Party shall use the same care to prevent the disclosure of the other Party's Confidential Information to third parties as it uses to avoid disclosure of its own Confidential Information of a similar nature, but in no event less than a reasonable standard of care. In addition, each Party shall take such further actions to protect the other Party's Confidential Information as that other Party may reasonably request. Notwithstanding the foregoing, each Party may disclose Confidential Information of the other Party to those of its officers, directors, employees, or agents who have a need to know such information to perform their obligations hereunder, provided that the obligations of confidentiality set forth herein are made known to and imposed upon each such person to whom such Confidential Information of the other Party is disclosed and provided further that the Party disclosing the Confidential Information shall be responsible for any breaches of this Section by its officers, directors, employees, or agents. Each Party shall notify the other Party immediately upon learning of any disclosure, loss, or use of such other Party's Confidential Information in violation of this Agreement.
- 10.2. **Exclusions.** Notwithstanding anything to the contrary herein, Confidential Information will not include any information that a Party can demonstrate: (i) was in the public domain at the time of disclosure to such Party; (ii) was published or otherwise became part of the public domain after disclosure to such Party through no fault of such Party; (iii) was previously disclosed to such Party without a breach of duty owed to the other Party by a third-party who had a lawful right to such information; or (iv) was independently developed by such Party without reference to or access to the Confidential Information of the other Party. Further, either Party may disclose the other Party's Confidential Information to the extent required by law or order of a court or governmental agency, provided that a Party that becomes subject to any requirement or order must give the other Party prompt notice (where permitted) as soon as reasonably practicable, in order to allow such other Party to obtain a protective order or otherwise protect the confidentiality of such Confidential Information.
- 10.3. **Destruction.** Upon termination or expiration of the Agreement, or upon request of the other Party at any prior time, each Party shall promptly destroy the other Party's Confidential Information and all copies thereof (whether in physical or electronic media), unless (i) expressly authorized by such other Party, or otherwise required by law or governmental regulations, to retain or use such Confidential Information or (ii) such Party otherwise has ongoing or continuing rights hereunder to such Confidential Information or, (iii) with respect to any request for return prior to termination hereof, such Party reasonably requires such Confidential Information to fulfil its obligations hereunder. Notwithstanding the foregoing, the receiving Party shall not be obligated to destroy any Backup Media; provided however that all such Backup Media shall remain subject to this Agreement so long as it remains undeleted.
- 10.4. **Duration.** The obligations of confidentiality set forth herein will take effect as of the Effective Date and continue in full force and effect throughout the Term and for a period of three (3) years after expiration of the Agreement and all SOW's, except that the restriction on disclosure and use of any Personal Data and trade secrets included in the Confidential Information will continue in perpetuity.
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11. DATA PROTECTION

- 11.1. The Customer acknowledges that it will receive Supplier Personal Data in connection with the Agreement and receipt of the Services. Customer may receive Supplier Personal Data from the Supplier, the Personnel or from other sources; and in limited circumstances such Personal Data may be obtained indirectly through the Customer's internal security systems or other means. The Customer represents and warrants that it shall observe and comply with all applicable current and future Data Protection Laws and shall (i) process Supplier Personal Data in accordance with Supplier's instructions and only for the purposes of receiving the Services pursuant to this Agreement; (ii) ensure persons authorized to process Supplier Personal Data have committed themselves to an obligation of confidentiality or are under an appropriate statutory obligation of confidentiality; and (iii) maintain effective information security measures as required by applicable Data Protection Laws to protect Personnel Personal Data from unauthorized disclosure or use.
- 11.2. Customer will only Process Supplier Personal Data for purposes related to the Agreement. For such purposes, Customer may transfer Supplier Personal Data to any country where Customer operates, provided that where Customer transfers Supplier Personal Data to a third country, Customer shall ensure appropriate data protection safeguards are in place, including (i) to the extent that Customer Processes Supplier Personal Data that originates from the United Kingdom in a country that has not been designated as providing an adequate level of protection for Personal Data, Customer and Supplier agree that the clauses set out in the European Commission's Decision of 5 February 2010 on standard contractual clauses for the transfer of Personal Data from the European Union to processors established in third countries or such newer version as may be issued from time to time are hereby incorporated by reference, and (ii) to the extent that Customer Processes any Supplier Personal Data that originates from the European Economic Area or Switzerland in a country that has not been designated by the European Commission or Swiss Federal Data Protection Authority (as applicable) as providing an adequate level of protection for Personal Data, Customer and Provider agree that the clauses set out in the European Commission's Decision of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries or such newer version as may be issued from time to time by the European Commission are hereby incorporated by reference. Customer agrees to comply with all Data Protection Laws and regulations with respect to the transfer of Supplier Personal Data.
- 11.3. Customer will be liable for any Personal Data Breach related to Supplier Personal Data and shall cooperate with Supplier and take reasonable commercial steps to assist Supplier in the investigation, mediation, and remediation of any Personal Data Breach. Customer shall notify Supplier without undue delay (but in no event more than 48 hours upon becoming aware of such a Personal Data Breach). Customer shall make available to the Supplier on request all information necessary to demonstrate compliance with this Section 11, and shall allow for and contribute to audits, including inspections, by the Supplier or an auditor mandated by the Supplier in relation to the Processing of the Supplier Personal Data by Customer.
- 11.4. Where necessary, Customer and Supplier shall enter into a data processing agreement in accordance with the GDPR and/or the EU Model Clauses.

12. NON-SOLICITATION AND CONVERSION.

- 12.1. **Non-Solicitation.** Beginning on the effective date of each SOW and continuing for a period of twelve (12) months after the termination or expiration of such SOW the Customer will not, directly or indirectly, seek to enter, or enter into any contract, whether oral or written, with, or solicit, employ, retain, or seek to solicit, employ or retain any Personnel except as otherwise permitted in the Agreement.
- 12.2. **Conversion.** Notwithstanding Section 12.1, Customer will have the right to convert any Personnel into an employee of the Customer either twenty-four (24) months after the (i) SOW Start Date or (ii) the date the Personnel actually starts to provide Services to the Customer, whichever is later.

13. COMPLIANCE WITH LAW

- 13.1. Both Parties represent and warrant to each other that they are in compliance with all applicable laws.
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13.2. Supplier and Customer affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules and regulations. Supplier and Customer agree not to harass, discriminate against, or retaliate against Personnel or any employee of either Party because of their race, national origin, age, sex, religion, disability, or other category protected by law, nor shall either Party cause or request the other to engage in such discrimination, harassment or retaliation. In the event of any complaint of unlawful discrimination, harassment or retaliation by Personnel, Supplier and Customer agree to cooperate in the prompt investigation and resolution of such complaint.

13.3. As Customer controls the facilities in which Personnel perform the Services, Customer warrants that it will maintain a safe worksite in compliance with relevant health and safety legislation.

14. MISCELLANEOUS

14.1. Force Majeure.

- a) Notwithstanding any other term in this Agreement, neither Party's delay or failure to perform any provision of this Agreement due to Force Majeure will be deemed to be, or to give rise to, a breach of this Agreement. The Party claiming Force Majeure shall provide written notice of the circumstances (where possible) and will be entitled to a reasonable extension of time for performing such obligations. Where Supplier is claiming Force Majeure, Supplier will be entitled to implement a reasonable alternative where practical under the circumstances and if its inability to perform continues for more than thirty (30) days or it is inadvisable or commercially impractical to perform due to Force Majeure, the Parties shall negotiate the terms set forth in this Agreement to mitigate the effects of the Force Majeure and the Parties shall conduct all such negotiations in good faith. Force Majeure will not excuse Customer's obligations to make timely payment.
- b) Further to Section 13.1(a), the Parties acknowledge that due to the unprecedented current situation at the time of contracting due to COVID-19, that in the event of a disruption due to factors beyond the reasonable control of either Party arising out of the COVID-19 pandemic that makes it impracticable or inadvisable for tasks to be performed or which result in delays to performance, the Parties shall (i) notify each other of such adverse change or impact and (ii) agree to discuss in good faith alternative arrangements, with the relevant Party to be given a reasonable extension of time in which to perform such arrangements.

14.2. **Publicity.** Customer grants Supplier a non-exclusive, royalty free license during the Term of this Agreement to use Customer's name, and logo on Supplier customer lists and marketing materials.

14.3. Notice.

- a) Any notice given to a Party under or in connection with this Agreement will be in writing, delivered personally or by certified or registered mail, or overnight delivery by an established national delivery service, at the Parties' respective addresses set forth below, as each Party may update its address from time to time in a notice delivered in accordance herewith. All notices will be deemed effective upon personal delivery or when received if sent by certified or registered mail or by overnight delivery.

Notice to Customer:

[Title]
[Address]

Notice to Supplier:

Attention: Chief Operating Officer
Peregrine International Limited
30 Churchill Place, London
E14 5RE

With a copy to:

Attention: Legal Director UK

And:

commercial@peregrineresourcing.com

- b) in the case of an SOW, the address/contact details set out in the Notices section of the SOW (or, where no such details are specified, the address/contact details set out in sub-section (a) above).

14.4. **Entire Agreement.** This Agreement and its Schedules, and any SOW executed by both Parties, embody the entire agreement and understanding between the Parties and supersedes all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof.

14.5. **Severability.** The various provisions of this Agreement are severable and if any provisions are held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity of unenforceability shall not affect the remaining provisions of this Agreement, and such invalid or unenforceable provision will be replaced with a provision that is valid and enforceable and most closely reflects the intent of the Parties.

14.6. **Amendment.** This Agreement may not be amended or modified except in writing signed by an authorized signatory of each Party.

14.7. **No Waiver.** Any waiver by Supplier or Customer of any provisions of the Agreement will not imply a subsequent waiver of that or any other provision. And further, any waiver must be in writing, signed by the Party against whom such waiver is sought.

14.8. **Parties Benefited.** This Agreement and all future amendments will inure to the benefit of, and will be binding on, both Parties and their heirs, successors and permitted assigns.

14.9. **Assignment.** Neither Party to this Agreement will assign or transfer all or any part of its rights or obligations without the prior written consent of the other Party; provided, however that the foregoing provisions on assignment and transfer will not limit assignment in connection with a merger or consolidation of Supplier with or into another entity or a change of control of Supplier.

14.10. **Applicable Law.** This Agreement will be governed by and construed in accordance with the laws of England and Wales. The Parties irrevocably agree that the courts located in England will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

14.11. **Insurance Certificate.** Supplier shall provide to Customer, upon request, a certificate of insurance stating that Supplier has commercial liability insurance and statutorily mandated workers compensation insurance.

14.12. **Electronic Signature.** The Parties consent to execution and delivery of the Agreement electronically and both Parties agree that an electronic signature shall be given the same legal force as a handwritten signature.

ACCEPTED AND AGREED:

Signed by:

Signed by:

On behalf of

Date:

On behalf of

Date:

[Customer Name]

Peregrine International Limited

Name:

Position:

Name:

Position:

Schedule 1

RATE CARD

[Insert rate card here]

Schedule 2

TEMPLATE SCHEDULE OF WORK

This SOW is made under and in accordance with the terms and conditions of the Master Services Agreement dated [Date] between [INSERT MSA PARTY DETAILS HERE] (the “Customer”) and [INSERT MSA PARTY DETAILS HERE] (the “Supplier”)(the “**Agreement**”).

1. **Parties.**

[Customer name] a company incorporated in [insert country] (registered number [insert number]) and whose registered office is at [insert address]] ("**Customer Contracting Party**")

[Supplier name] a company incorporated in [insert country] (registered number [insert number]) and whose registered office is at [insert address]] ("**Supplier Contracting Party**")

It is agreed:

2. **General.**

- 2.1. Save as otherwise set out in this SOW, capitalised terms used but not defined in this SOW will have the meaning given to them in the Agreement, unless the context otherwise requires.
- 2.2. This SOW will constitute a contract between the Supplier Contracting Party and the Customer Contracting Party, separate and distinct from any other contracts between the Supplier and the Customer pursuant to Clause [2] (Contracting Process) of the Agreement.

3. **SOW Specifics.**

- 3.1. **Services.** Supplier shall provide Customer with [X] [Level] Personnel who will [enter description of Personnel role at Customer].
- 3.2. **SOW Start Date.** [Insert Start Date].
- 3.3. **SOW Term.** [24] months from the Start Date.
- 3.4. **Billable Days.** Each Personnel will be engaged by the Customer for [250] billable days per annum.
- 3.5. **Location.** The Personnel shall provide the Services from [Location] or via remote access from [Location].
- 3.6. **Normal Working Days.** Monday to Friday [insert start and finish time if agreed] (Saturday, Sunday and Bank Holiday work to be agreed in advance), [x] Hours per day.
- 3.7. **Fees.** The Fees payable for the Services will be (i) payable in [Enter Local Currency], (ii) calculated in accordance with the rates set out in Schedule 1 of the Agreement and (iii) paid by Customer on a monthly basis in accordance with the terms of the Agreement.

- 4. **Conflict.** To the extent there is any conflict between the terms of this SOW and the terms of the Agreement, the terms of the Agreement shall govern and prevail unless expressly stated otherwise in this SOW.
 - 5. **Amendment.** This SOW may not be amended or modified except in writing signed by an authorized signatory of each SOW Party.
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6. **Governing Law and Jurisdiction.** Unless expressly amended by the Special Conditions and set out in the Special Conditions Appendix attached to this SOW, this SOW, and any dispute or claim arising out of or in connection with it (whether contractual or non-contractual in nature) will be governed by and is to be construed in accordance with the governing law or jurisdiction of the Agreement.
7. **Electronic Signature.** The SOW Parties consent to execution and delivery of the SOW electronically and both SOW Parties agree that an electronic signature will be given the same legal force as a handwritten signature.

APPENDIX ONE

SPECIAL CONDITIONS APPENDIX

This Special Conditions Appendix is attached to and forms part of the SOW and will add to, amend or vary the provisions of the Agreement applying to this SOW in accordance with the terms set out below.

Special Conditions

Notwithstanding the terms of the Agreement, the Customer Contracting Party and Supplier Contracting Party agree as follows:

1. [INSERT ANY SPECIFIC AMENDMENTS OR VARIATIONS TO THE AGREEMENT TERMS BY REFERENCING THE RELEVANT SECTION TO BE AMENDED HERE]

Country Specific Notices for this SOW – Customer Contracting Entity: [insert either 'Not applicable. As per Notices clause in the Agreement.' or insert the name and address details.]

Country Specific Legal Notices for this Order Form – Supplier Contracting Entity: [insert either 'Not applicable. As per Notices clause in the Agreement.' or insert the name and address details.]

We accept the terms and conditions set out in this SOW:

Signed by:

Signed by:

On behalf of

On behalf of

[Insert Client Name]

[Insert Client Name]

Name:

Name:

Position:

Position:

Date:

Date:

Schedule 3

BACKGROUND CHECKS