

MASTER SERVICES AGREEMENT: PROJECT SOLUTIONS

ENTERED INTO BY AND BETWEEN

- A. **[insert name of client]**, a company registered in England and Wales under company number: **[insert company number]** and whose registered office address is: **[insert registered office address]** ("Client"); and
- B. **RESOURCE SOLUTIONS WORKFORCE MANAGEMENT LIMITED**, a company registered in England and Wales under company number: 03542052 and whose registered office address is: 11 Slingsby Place, St Martin's Courtyard, London, WC2E 9AB ("RW"),
- together the "**Parties**", and each a "**Party**".

1. SCOPE OF THIS AGREEMENT

- 1.1. This Agreement: (i) applies to any Services to be provided by RW to Client; and (ii) will constitute the entire agreement between the Parties for such Services to the exclusion of all other agreements.
- 1.2. Where RW agrees to provide Services to Client, prior to the provision of such Services, the Parties will execute an SOW specifying inter alia the Services and Deliverables to be provided by RW under that SOW. Each SOW will incorporate the terms and conditions of this Agreement and will form a distinct contract in relation to the Services being provided under that SOW.
- 1.3. This Agreement does not supersede or replace any other agreement for services outside of the Services including but not limited to any master services agreement for permanent or temporary recruitment services, or outsourced recruitment services.
- 1.4. If there is any conflict between the provisions in an SOW and the provisions in this Agreement, the provisions in this Agreement will take priority.

2. EFFECTIVE DATE AND TERM

- 2.1. This Agreement will commence on the Effective Date and will continue unless terminated in accordance with its terms.
- 2.2. In relation to the Services to be provided under an SOW, the SOW will commence on the SOW Effective Date and will continue unless terminated in accordance with its terms.
- 2.3. The SOW will set out the anticipated: (i) Project Start Date; (ii) and (ii) Project End Date.

3. SERVICES

- 3.1. RW will perform the Services and provide the Deliverables in accordance with:
- 3.1.1. this Agreement;
- 3.1.2. the relevant SOW, including but not limited to in accordance with the applicable Specifications, Milestone Dates and Delivery Plan set out in such SOW;
- 3.1.3. reasonable skill and care; and
- 3.1.4. Relevant Law.
- 3.2. Client will provide the Client Support Requirements (if any) set out in the SOW. In addition, Client agrees to provide such reasonable assistance as is necessary for RW's provision of the Services and Client's receipt of the same.
- 3.3. If RW is prevented or delayed from performing all or any of its obligations under the SOW by reason or occurrence of any act and/or omission of Client (including but not limited to Client's failure or delay in performing its obligations under the SOW), then RW will not be liable as a result and the Delivery Plan, Milestones and other timelines which RW is required to adhere to will be extended accordingly. In addition:
- 3.3.1. Client will promptly using best endeavours take such steps as are necessary and work together with RW to place RW in such position that it is able to fulfil its impacted obligations; and
- 3.3.2. RW will be entitled to raise a further fee under the SOW for any additional time and materials costs incurred by RW as a result.

4. GOVERNANCE

In relation to the Services to be performed under each SOW:

- 4.1. each Party will appoint an appropriately skilled and experienced Representative for purposes of the provision and receipt of the Services (the "**Project Representatives**");
- 4.2. the Project Representatives will reasonably cooperate with each other and attend such meetings as reasonably required and agreed between them; and
- 4.3. the RW Representative will provide the Client Representative with regular update reports setting out the progress of the Services and Deliverables.

5. ACCEPTANCE CRITERIA

- 5.1. This Clause 5 will apply to the extent that the Parties have agreed in an SOW that Deliverables will be subject to acceptance criteria.
- 5.2. With respect to each SOW, the Parties may agree to include Acceptance Criteria applicable to the Deliverables. These Acceptance Criteria will be such as are reasonably required to show the Deliverables comply with the Specifications.
- 5.3. Where the Parties do agree to include Acceptance Criteria applicable to the Deliverables in an SOW:
- 5.3.1. Client will have seven (7) Business Days from receipt of the Deliverables (Client having been notified in writing by RW that the Deliverable is complete and has been delivered to Client) to conduct such tests to assess whether the Acceptance Criteria has been met (i.e. if the Deliverables conform to the agreed Specifications) and notify RW in writing of any non-conformities;
- 5.3.2. if the Deliverables conform to the agreed Specifications, Client will promptly issue written acceptance to RW;
- 5.3.3. acceptance of a Deliverable may not be unreasonably or arbitrarily withheld, conditioned or delayed by Client;
- 5.3.4. if the Deliverables do not conform to the agreed Specifications (Customer acting in accordance with Clause 5.3.3 above), then Client will notify RW of same in writing giving comprehensive reasons and reasonable grounds for its decision; and RW will, at its own cost, remedy the non-conformities and resubmit the Deliverables;
- 5.3.5. acceptance of the Deliverables will be deemed to occur if Client does not provide written notice of rejection (or any other feedback or response) within the specified period.
- 5.4. Where the Parties have not agreed any acceptance criteria in an SOW, then Deliverables will be deemed accepted upon delivery.

6. CHANGE CONTROL

- 6.1. RW reserves the right to amend the scope of the Services and/or Deliverables if required by Relevant Law. RW will notify Client in such event.
- 6.2. If either Party otherwise wishes to change the Services and/or Deliverables (the "**Requesting Party**"), it will submit details of the requested change to the other Party in writing (the "**Receiving Party**").
- 6.3. RW will, within a reasonable time period (and in any event not more than ten (10) Business Days after giving or receipt of any notice contemplated under Clause 6.2 above), provide a written estimate of: (i) the likely time required to implement the change; (ii) any necessary variations to the Charges arising from the change; and (iii) any other impact of the change on the relevant SOW, including any timescales that may otherwise have been agreed between the Parties.
- 6.4. If both Parties consent to the proposed change, the change will only be made after: (i) agreement of the necessary variations to the SOW (including but not limited the description of the Services, Deliverables and/or the Project Cost) to take account of the agreed change; and (ii) the SOW has been varied in accordance with Clause 18.3 mutatis mutandis.

7. CHARGES AND TIMING FOR PAYMENT

- 7.1. In consideration for the Services, Client will pay RW the Project Cost.
- 7.2. The Project Cost may be calculated on: (i) a time and materials basis; (ii) a fixed price basis; or (iii) a combination of a time and materials basis and fixed price basis.
- 7.3. Where the Project Cost is calculated on a time and materials basis, RW's daily rate fees for each individual deployed in the Services will be set out in the SOW and will be calculated on the basis of an eight-hour day worked during business hours.
- 7.4. Where the Project Cost is calculated on a fixed price basis, such Project Cost will be set out in the SOW.
- 7.5. In either case, whether time and materials or fixed price, RW will invoice the Project Cost at the intervals specified in the SOW.
- 7.6. Unless specified otherwise in the SOW, Client will pay RW's invoice(s) for the Project Cost: (i) in GBP; (ii) within 30 days of submission of invoice (including via email); and (iii) plus applicable sales tax/VAT.
- 7.7. If Client fails to pay any invoice, then Client will pay late payment interest on the overdue amount, calculated from the due date for payment until the date of actual payment, at an annual rate of three percent (3%) above the base rate of Barclays Bank from time to time. Interest will accrue on a daily basis and be compounded quarterly.

8. IPR

- 8.1. All IPR belonging to a Party, or its Group, prior to the Effective Date or developed separately from the Services ("**Pre-Existing IPR**") is and will remain the exclusive property of that Party, or its Group, as applicable.
- 8.2. Nothing in this Agreement will or is intended to transfer ownership in any Pre-Existing IPR. The Parties may set out their Pre-Existing IPR in an SOW.
- 8.3. Client grants to RW a royalty-free, non-exclusive, non-transferable licence to use the Client Materials solely for the purposes of performing the Services.
- 8.4. The Deliverables: (i) are works for hire; and (ii) will be exclusive property of Client. At Client's cost, RW will do and execute, or arrange the doing and executing, of each necessary act, document and thing that Client reasonably considers necessary to perfect the right, title and interest of Client in the Deliverables.
- 8.5. RW waives, and will contractually procure that the RW Representatives will waive, all moral rights that it may have in the provision of the Deliverables, and any similar or corresponding rights in any jurisdiction, to the extent that a waiver of that type is permitted under the Relevant Law.
- 8.6. RW grants to Client and its Group a perpetual, royalty-free, non-exclusive, non-transferable licence to use RW Pre-Existing IPR to the extent reasonably necessary for Client to obtain the full benefit of the Services and Deliverables, and for ancillary business purposes. RW will have no liability for any use of its Pre-Existing IPR for any purpose other than that for which they were originally prepared.
- 8.7. Client grants to RW and its Group a royalty-free, non-exclusive, non-transferable licence to use and display Client's trademarks to the extent necessary for RW to provide the Services and for reasonable marketing purposes.
- 8.8. RW will have an unrestricted, royalty-free, worldwide, perpetual licence to use any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client relating to the provision of the Services.

9. CONFIDENTIALITY

- 9.1. Each Party will:
- 9.1.1. keep all Confidential Information, written or verbal, given by the other Party (the "**Disclosing Party**") to it (the "**Receiving Party**"), or otherwise obtained by the Receiving Party, confidential, and must not (except as expressly permitted by the Disclosing Party) disclose the Confidential Information, make copies of material containing the Confidential Information or otherwise use the Confidential Information, in all cases except for the purpose of providing the Services;
- 9.1.2. safeguard the Confidential Information and comply with any reasonable security requirements specified by the Disclosing Party from time to time;
- 9.1.3. implement reasonable security practices against any unauthorised copying, use, disclosure, access, damage or

destruction of the Disclosing Party's Confidential Information; and

- 9.1.4. immediately notify the Disclosing Party if the Receiving Party:
- 9.1.4.1. suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of the Confidential Information; or
- 9.1.4.2. is required by Relevant Law to disclose any of the Disclosing Party's Confidential Information.
- 9.2. The provisions of Clause 9.1 will not apply to the extent that:
- 9.2.1. the Receiving Party can demonstrate that the relevant Confidential Information was in its possession prior to its disclosure by the Disclosing Party or was disclosed to it afterwards by a third party which is not under a duty of confidentiality in relation to the relevant Confidential Information;
- 9.2.2. the Confidential Information is in the public domain other than as a result of a breach of this Clause 9 by the Receiving Party or its employees, agents or subcontractors; or
- 9.2.3. the Confidential Information is required to be disclosed by the Receiving Party:
- 9.2.3.1. under any Relevant Law;
- 9.2.3.2. by or for the purpose of any proceedings of any court or governmental, administrative or regulatory authority competent to require any such disclosure; and/or
- 9.2.3.3. under the rules of any generally recognised stock exchange,
- provided that the Receiving Party promptly notifies the Disclosing Party of and reasonably cooperates in taking any steps available to it to minimise the disclosure.

- 9.3. The Receiving Party may disclose any Confidential Information to its directors, other officers, employees, professional advisers and agents (including those of its Group) to the extent that such disclosure is reasonably necessary for purposes of this Agreement.

- 9.4. The Disclosing Party warrants that it has the right to disclose the Confidential Information to the Receiving Party and that it has the right to authorise the Receiving Party to use such Confidential Information in accordance with this Agreement.

- 9.5. Without prejudice to any other rights or remedies which the Disclosing Party may have, the Receiving Party acknowledges and agrees that in the event of a breach of this Clause 9, the Disclosing Party shall, without proof of special damage, be entitled to an injunction or other equitable relief under Relevant Law in respect of any threatened or actual breach of this Clause 9, in addition to any other damages or other remedies to which it may be entitled.

10. DATA PROTECTION

- 10.1. Each Party confirms that it will comply with its obligations under Data Protection Legislation insofar as it relates to this Agreement and any SOW.
- 10.2. Where RW processes Client Personal Data, Client:
- 10.2.1. grants to RW and its Group the right to use, transfer and process Client Personal Data for the performance of the Services; and
- 10.2.2. confirms it has requisite lawful basis for doing so.
- 10.3. Where RW processes Client Personal Data, RW will:
- 10.3.1. only process Client Personal Data in accordance with the documented instructions given by Client from time to time unless otherwise required by Relevant Law;
- 10.3.2. promptly comply with all reasonable instructions or directions received from the Client concerning Client Personal Data;
- 10.3.3. at Client's election and direction, delete or return all Client Personal Data to the Client and delete all existing copies unless required by Relevant Law to retain Client Personal Data;
- 10.3.4. only disclose Client Personal Data to its directors, officers and employees (including those of its Group) who have received appropriate training in data protection and whose receipt and use of the Client Personal Data relates to their job function;
- 10.3.5. maintain complete and accurate records and information to demonstrate its compliance with this Clause 10.3;

- 10.3.6. inform the Client if it considers that any of the Client's instructions in respect of Client Personal Data infringes Data Protection Legislation;
- 10.3.7. provide reasonable cooperation and assistance to Client, at Client's cost, to allow Client to comply with its obligations under Data Protection Legislation with respect to data security, data breach notifications, data impact assessments, consultations with supervisory authorities, the fulfilment of data subjects' rights, and any enquiry, notice or investigation by a supervisory authority;
- 10.3.8. notify Client without undue delay on becoming aware of a personal data breach impacting Client Personal Data and promptly put in place reasonable measures to: (i) mitigate the effects of such breach; and (ii) reduce the likelihood of reoccurrence;
- 10.3.9. implement and maintain technical and organisational measures that protect Client Personal Data against a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Client Personal Data transmitted, stored or otherwise processed;
- 10.3.10. save in respect of RW Group and third party processors engaged by RW as of the Effective Date, notify Client in writing (via email) of any replacement or additional third party processor of Client Personal Data at least fifteen (15) days before any such third party processor is engaged by RW, and provide Client with a fifteen (15) day period to object to such engagement ("Objection Period"). If Client does not notify RW of any objection to the third-party processor in writing within the Objection Period, then Client will be deemed to have consented to RW's engagement of the third-party processor. If Client objects to the engagement of any third-party processor and notifies RW of this objection within the Objection Period, the Parties will discuss and attempt to resolve Client's objection in good faith. Client will not unreasonably object to RW's proposed appointment or replacement of any third-party processor. RW will enter into a written agreement with the third party processor that contain terms substantially similar but no less onerous than those set out in this Clause 10.3. RW will be liable to Client for the acts and omissions of its third-party processor as if they were acts and/or omissions of RW;
- 10.3.11. ensure that all transfers of Client Personal Data outside of the UK in connection with the Services are performed in compliance with Data Protection Legislation; and
- 10.3.12. nominate a member of its staff who will be responsible for data protection.

11. LIMITS OF LIABILITY

- 11.1. Nothing in this Agreement will exclude or limit a Party's liability to the other for: (i) fraud or fraudulent misrepresentation; (ii) death or personal injury caused by negligence; (iii) any Project Costs properly due and payable under this Agreement; and (iv) any other liability that cannot be excluded or limited by law.
- 11.2. Client will have sole discretion as to any changes, decisions and/or actions made by it following receipt of the Services and Deliverables.
- 11.3. The aggregate liability of each Party's Group to the other Party's Group under and/or arising out of or in connection with any SOW, whether in tort (including negligence and strict liability), breach of contract, breach of statutory duty or misrepresentation, under any indemnity, or otherwise will, in respect of all claims, not exceed 125% of the Project Cost under that SOW.
- 11.4. Subject to Clause 11.1, neither Party will be liable to the other for: (i) loss of actual or anticipated revenue and/or profits; (ii) loss of goodwill or reputation; (iii) destruction of data; (iv) loss of anticipated savings; or (v) any special, indirect, consequential, or incidental damage or Loss, whether it could be foreseen or not.

12. INDEMNITY

- 12.1. Each Party indemnifies the other Party against reasonable Losses incurred by the indemnified Party as a result of any third party claim directly arising from the use by the indemnifying Party of the indemnified Party's IPR (as permitted under this Agreement).
- 12.2. Any indemnity given is conditional upon: (A) the indemnified Party: (i) mitigating its Losses; (ii) notifying the indemnifying Party of the claim as soon as possible after the threat arising; and (iii) making no admission and providing the indemnifying Party full control of any defence or settlement of any claim; and (B) any Loss being reduced proportionally

to the extent that any act or omission or instruction of the indemnified Party or its Group having caused or contributed to the Loss.

13. INSURANCES

- 13.1. RW will hold and maintain during the term of this Agreement the following policies of insurance providing cover in respect of liability which may be incurred by RW to Client and arising out of or in connection with this Agreement. Such policies will be provided by an insurer(s) of good reputation and financial standing:
- 13.1.1. professional indemnity insurance with cover (for a single event or series of related events in a single calendar year) of not less than one million pounds (£1,000,000);
- 13.1.2. public liability insurance with cover (for a single event or series of related events in a single calendar year) of not less than one million pounds (£1,000,000);
- 13.1.3. employer's liability insurance as required by Relevant Law, including cover for legal liability to make payment in respect of death, personal injury and/or disability and with limits of at least the minimum statutory limit (for a single event or series of related events in a single calendar year).
- 13.2. RW will produce such evidence as Client may reasonably require that the insurances referred to in Clause 13.1 have been taken out and are in force at all material times.

14. TERMINATION

- 14.1. This Agreement may be terminated without cause at any time, in circumstances where the Parties are not subject to one or more current SOWs, by either Party giving not less than 30 days' notice in writing to the other Party.
- 14.2. An SOW may be terminated for convenience by either Party where the terms of that SOW expressly permit termination for convenience subject to the notice period set out in that SOW. In such event, RW will continue to provide the Services under the relevant SOW during the termination notice period unless otherwise agreed between the Parties. On the effective date of termination, RW will be entitled to the relevant Project Cost for the Services, prorated in accordance with such portion of the Services provided by RW up until effective date of termination. RW will, acting reasonably, notify Client of such prorated Project Cost to which it is entitled.
- 14.3. This Agreement may be terminated by either Party immediately by written notice if: (i) the other Party is in material breach of this Agreement and fails to remedy that breach (if the same is capable of remedy) within 30 days of being required by the notice to do so; (ii) the other Party suffers an Insolvency Event; or (iii) in the case of RW, invoiced Project Costs remain outstanding for more than 14 days.
- 14.4. Where a Party terminates this Agreement in accordance with Clause 14.3, all SOWs will co-terminate.
- 14.5. Where a Party terminates any SOW in accordance with Clause 14.2, any remaining SOWs (including this Agreement) will remain in effect.

15. CONSEQUENCES OF TERMINATION

- 15.1. Any termination of this Agreement or any SOW (as the case may be) will be without prejudice to all accrued rights or obligations of either Party to the other.
- 15.2. Any provision of this Agreement which expressly or by implication is to continue beyond termination will not be affected by any such termination.

16. PROTECTION OF RW REPRESENTATIVES

Client will not during the term of this Agreement, and for 12 months after, solicit or induce any RW Representative to become an employee, officer, worker or representative of it. If Client breaches the foregoing, Client will pay to RW, on demand, a sum equivalent to 50% of the Salary Package of such RW Representative.

17. GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and will be interpreted in accordance with the laws of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

18. GENERAL

- 18.1. The Parties acknowledge that the Services to be provided under this Agreement contemplate a fully contracted out service delivery to Client and that an IR35 Assessment completed by Client shall not be applicable.

- 18.2. All notices under this Agreement will be in writing and sent to the address(es) (which may include email addresses) set out at the top of this Agreement, alternatively in the SOW.
- 18.3. Any variation to this Agreement or any SOW, including the attempted introduction of any additional terms and/or conditions, will only be binding when agreed between the Parties in writing, and signed by an authorised signatory of each Party.
- 18.4. No failure or delay by either Party in exercising any right or remedy available to it will constitute a waiver of that or any other right or remedy. Any waiver will only be binding when agreed between the Parties in writing and signed by an authorised signatory of each Party.
- 18.5. If a Party is prevented in the performance of its obligations (other than payment obligations) under this Agreement by circumstances that are beyond the control of that Party (acting reasonably), then that Party will not be liable for what would otherwise have been a breach of its obligations under this Agreement.
- 18.6. Except where stated otherwise in this Agreement, only the Parties will have rights under or in connection with this Agreement.
- 18.7. Neither Party may assign, novate, transfer or subcontract (in whole or in part) any of its rights and obligations outside of its Group without the prior written consent of the other Party (such consent not to be unreasonably withheld, delayed, or conditioned), save that RW may subcontract the Services or part thereof (and replace any such subcontractor) for the purposes of providing the Services to Client.
- 18.8. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, then that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the remaining provisions of this Agreement will not be affected.

19. DEFINITIONS

"Agreement" means the terms and conditions contained in this document.

"Business Day" means any day (other than a Saturday, Sunday or public holiday) on which commercial banks are open for business in England.

"Client Materials" means all documents, information, items and materials (including any equipment, including tools, systems, cabling or facilities) in any form, whether owned by Client or a third party, which are provided by Client to RW in connection with the Services.

"Client Personal Data" means all personal data (as defined in Data Protection Legislation) that is controlled by Client as a data controller (as defined in Data Protection Legislation), and which is processed by RW in connection with the Services.

"Client Support Requirements" means without limitation to those persons, materials, systems, and/or facilities of Client to which RW requires access or use in order to provide the Services to the Client.

"Confidential Information" means, in relation to a Party and its Group, all information relating to that Party and its Group, including all information concerning the business, products, services, systems, procedures and records (in whatever form, including, without limitation, electronic form) of that Party or its Group and its relationships with its customers and suppliers, which information is of a confidential nature (whether explicitly identified as confidential or not).

"Data Protection Legislation" means any Relevant Law which governs data protection and privacy, including, as applicable, the mandatory guidance and codes of practice issued by a regulator.

"Deliverables" means any output of the Services to be provided by RW to Client, as specified in an SOW, which may include without limitation to: the bespoke information, materials, data, documents, reports, recommendations, analyses, models, files and/or other work product in any form that RW creates or develops as part of the Services, but not including any RW Pre-Existing IPR or RW Equipment.

"Delivery Plan" means the agreed timetable and sequence of events for the provision of the Services and Deliverables, as agreed or referenced in each SOW.

"Effective Date" means the final date of signature of this Agreement.

"Good Industry Practice" means, in relation to RW or any RW Representative, the exercise of that degree of skill, prudence, care and foresight, and the practices and professional standards which would reasonably and ordinarily be expected to be exercised by a reputable, well-managed, skilled and experienced supplier providing services or deliverables, or both, of the same or materially similar nature as those to be provided by RW and RW Representatives under this Agreement.

"Group" means, in relation to a Party, any person or entity controlling, controlled by or under common control with such Party, for the time being.

"Insolvency Event" means where a Party commences dissolution or liquidation proceedings (or has either commenced against it), files for bankruptcy, becomes

insolvent, is unable to pay its debts as they fall due, makes an assignment for the benefit of its creditors, or ceases the active operation of its business (or where RW has the reasonable opinion that Client may or will do any of the foregoing).

"IPR" means: (a) patents (including any rights in or to (or any rights in and to), inventions); (b) trademarks, service marks, logos, tag lines, trade names and business names (including rights in goodwill attached thereto); (c) design rights; (d) rights in or to (or rights in and to) internet domain names and website addresses; (e) semi-conductor topography rights; (f) copyright (including future copyright); (g) database rights; (h) rights in and to confidential information (including know how, business methods, data and trade secrets); and (i) all other intellectual property rights, in each case subsisting at any time in any part of the world (whether registered or unregistered) and any: (1) pending applications or rights to apply for registrations of any of these rights that are capable of registration in any country or jurisdiction; and (2) similar or analogous rights to any of these rights in any jurisdiction.

"IR35 Assessment" means the statutory requirement in accordance with the IR35 Legislation Reform for Client to undertake an assessment as to whether the condition in section 61M(1)(d) of Part 2 Chapter 10 of the Income Tax (Earnings and Pensions) Act 2003 is met in the case of consultants deployed under an SOW.

"IR35 Legislation Reform" means the changes to the legislation concerning off-payroll working in the private sector, set out in Chapter 10 Part 2 Income Tax (Earnings and Pensions) Act 2003 (as detailed in the Finance Act 2020) as may be amended from time to time.

"Losses" means all losses, liabilities, fines, damages, costs and expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties, and **"Loss"** will be construed accordingly.

"Milestone Date" means the stipulated dates by which RW is required to have provided specific elements of the Services and Deliverables, as set out in each instance under the Delivery Plan in each SOW.

"Statement of Work" or **"SOW"** means an order for Services substantially in the form set out in Appendix A to this Agreement, under which RW agrees to supply the Services to Client in accordance with the terms and conditions of this Agreement.

"SOW Effective Date" means the final date of signature of an SOW.

"Project Cost" means the sums due to RW for the provision of the Services, as detailed in the SOW.

"Project End Date" means the end date on which RW will complete delivery of the Services.

"Project Start Date" means the date on which RW will commence delivery of the Services.

"Relevant Law" means any statute, enactment, ordinance, order, regulation, guidance or other similar law applicable to the Services in the Territory.

"Representatives" means those employees, agents, officers, advisers, permitted subcontractors and/or other representatives of a Party (or its Group) engaged in the provision or receipt of the Services.

"RW Equipment" means any equipment which belongs to, and is used by, RW and/or any RW Representative in the performance of any Services.

"Salary Package" means the relevant Representative's annual anticipated gross remuneration package, which includes gross annual salary, benefits, profit share, commission, bonuses and allowances, in recognition of the disruption that such inducement would cause to the efficient conduct of RW's business.

"Services" means the statement of work services to be provided by RW to Client, as specified in an SOW, and which may include the provision of Deliverables.

"Specifications" means all the requirements and technical specifications set out in the SOW that the Deliverables must meet.

"Territory" means the United Kingdom.

EXECUTED BY AND BETWEEN THE PARTIES AS FOLLOWS

	<i>For and on behalf of Client:</i>
Signature	
Name	
Title	
Date	

	<i>For and on behalf of RW:</i>
Signature	
Name	
Title	
Date	

STATEMENT OF WORK

Client	Name	
	Company Number	
	Registered Office Address	
Description of Services		
RW Project Representative		
Client Project Representative		
Project Start Date		
Project End Date		
Total Project Cost		
Client Approved Expenses		
Client Pre-Existing IPR		
RW Pre-Existing IPR		

Additional Comments	
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Delivery Plan

Deliverable No.	Description of Deliverable	Specifications of Deliverable	Client Support Requirements (Assumptions & Dependencies)	Milestone Date	Acceptance Criteria	Portion of Project Cost
1.						

This SOW is executed by and between the Parties as follows and incorporates the Master Services Agreement: Project Solutions executed by and between the Parties.

	<i>For and on behalf of Client:</i>	<i>For and on behalf of RW:</i>
SIGNATURE		
NAME		
TITLE		
DATE		