

MASTER SERVICES AGREEMENT
DATED DD/MM/YYYY

PARTIES

XXXXXXXXXXXXX registered in England and Wales with company number XXXXXXXXXX whose registered office is at XXXXXXXXXXXXXXXXXXXX ("**CLIENT_NAME**").

STRATA FINANCIAL SERVICES CONSULTING LIMITED incorporated and registered in England and Wales with company number 11796103 whose registered office is at Fourth Floor, Centurian House, 37 Jewry Street, London EC3N 2ER (the "Service Provider")

(each a "**Party**" and together the "**Parties**").

Agreement

BACKGROUND

- A The Service Provider is in the business of providing consultancy services.
- B ("**CLIENT_NAME**") wishes to appoint the Service Provider to provide Services to it under this master consultancy agreement (the "**Agreement**").
- C When ("**CLIENT_NAME**") or any of its Affiliates requests certain Services from the Service Provider, and the Service Provider is able to provide such Services, the Parties will enter into a separate Statement of Work in accordance with this Agreement.
- D Each Statement of Work entered into in connection with this Agreement will incorporate the terms and conditions of this Agreement.

Standard Provisions agreed with ("**CLIENT_NAME**")

- i. Strata undertake that it has and will continue to comply with prevailing regulation and laws that are relevant to the provision of the Services;
- ii. A Service Level Agreement or equivalent (**SLAs**), with Strata's proposal in respect of quality and response time to ("**CLIENT_NAME**") queries during the term of the Contract; **Included**
- iii. A 'without cause' termination clause for ("**CLIENT_NAME**"); **Included**
- iv. A termination clause in the event of material breach of the Contract, including consistent failure to meet SLAs; **Included**
- v. Right of audit; **Included**
- vi. Neither party to be liable to the other in respect of its own consequential losses (as defined under English law and any other indirect losses) howsoever arising.

1 INTERPRETATION

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

Affiliate: shall mean any corporation, firm, partnership, or other entity that directly or indirectly owns, is owned by or is under common ownership with a Party to this Agreement (to the extent of at least 50 per cent of the equity having the power to vote on or direct the affairs of the entity) and any person, firm, partnership, corporation, or other entity actually controlled by, controlling, or under common control with a Party to this Agreement;

Agreement: shall consist of (i) the relevant Statement of Work and (ii) the terms of the Agreement;

Bribery Act the Bribery Act 2010 together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Business of CLIENT_NAME: ("CLIENT_NAME") is in the business of providing investment management services;

Business Opportunities: any opportunities which the Service Provider or the Representative becomes aware of during the Engagement which relate to the Business of ("CLIENT_NAME") or any Group Company reasonably considers might be of benefit to ("CLIENT_NAME") or any Group Company;

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity;

("CLIENT_NAME") Property: all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of ("CLIENT_NAME") or Group Company or its or their customers and business contacts, and any equipment, keys, hardware or software provided for the Service Provider or its Representatives use by ("CLIENT_NAME") during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Service Provider or its Representatives on the computer systems or other electronic equipment of CLIENT_NAME, the Service Provider or its Representatives during the Engagement;

Commencement Date: shall mean the date set out at the head of this Agreement;

Confidential Information: means:

- a) information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party that relates to:
 - i. the Disclosing Party; or
 - ii. its operations, business, affairs, developments, Intellectual Property Rights, trade secrets, know-how, customers and/or personnel;
- b) other information provided by the Disclosing Party that ought reasonably to be considered to be confidential which comes (or has come) to the Receiving Party's attention or into its possession, including without limitation ("CLIENT_NAME")'s Materials;
- c) discussions, negotiations and correspondence between the Disclosing Party or any of its consultants or professional advisers and the Receiving Party or any of its consultants and professional advisers in connection with this Agreement; and
- d) information derived from any of the above (including any copies of such information);

Controller as defined in the Data Protection Legislation;

Data Protection Legislation: means, for the periods for which they are in force, the General Data Protection Regulations (Regulation (EU) 2016/679); ("GDPR") or any equivalent legislation amending, supplementing or replacing the GDPR, the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 626/2003) and all applicable laws and regulations relating to the processing

of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time;

Data Subject as defined in the Data Protection Legislation;

Disclosing Party means a Party that makes a disclosure of Confidential Information to another Party;

Dispute: any dispute under this Agreement;

EIRs the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations

Employment Liabilities: claims, demands, liabilities, compensation, damages, losses, penalties and fines and all legal, professional and other costs and expenses;

Employment Regulations: the Transfer of Undertakings (Protection of Employment Regulations 2006 (SI 2006/246) (as amended from time to time);

Engagement: the engagement of the Service Provider through a Statement of Work by ("CLIENT_NAME") on the terms of this Agreement;

Equity Partner: a person who has a material interest, as defined by section 51(4) ITEPA 2003 (an individual who owns or has rights to 5% or more of the ordinary share capital of the company), in the Service Provider;

Force Majeure Event: any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions or non-events beyond its reasonable control, including but not limited to acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake;

FOIA the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

Group Company: a Party and its Affiliates;

Information has the meaning given under section 84 of FOIA;

Insurance Policies: commercial general liability insurance cover, employer's liability insurance cover, professional indemnity insurance cover and public liability insurance cover subject to the conditions clause 10;

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, 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;

Intermediary: shall have the meaning as defined in Chapter 8 ITEPA 2003;

ITEPA 2003: the Income Tax (Earnings and Pensions) Act 2003;

Law means any legal provision the Supplier must comply with including any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, whether in the UK or elsewhere;

Personal Data as defined in the Data Protection Legislation

Processor as defined in the Data Protection Legislation

Prohibited Act the following constitute Prohibited Acts:

- a) to directly or indirectly offer, promise or give any person working for or engaged by ("CLIENT_NAME") a financial or other advantage as an inducement or reward for any improper performance of a relevant function of activity;
- b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement;
- c) committing any offence: (i) under the Bribery Act; (ii) under legislation or common law concerning fraudulent acts; or (iii) of defrauding, attempting to defraud or conspiring to defraud ("CLIENT_NAME");

any activity, practice or conduct which would constitute one of the offences listed under (c) above, if such activity, practice or conduct had been carried out in the UK;

Receiving party means a Party to which a disclosure of Confidential Information is made by another Party;

Relevant requirements all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;

Replacement Service Provider: any company who replaces the Service Provider in providing the Services;

Representative: means, in relation to a party, its employees, officers, contractors, subcontractors, representatives, Key Personnel, advisors, auditors and insurers.

Request for Information a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

Services: the services described in the relevant Statement of Work (the template for which is set out in schedule 1 to this Agreement);

Statement of Work: the document (a form of which is set out in Schedule 1) that the Service Provider and Client execute under the Agreement to contract for the provision of Services, describing the Services to be performed, deliverables (if any) to be prepared and the fees and expenses payable. A Statement of Work may include engagement limitations, variations to the Agreement and additional terms;

Substitute: a substitute for the Representative appointed under the terms of clause 3.3;

Termination Date: the date of termination of this Agreement, howsoever arising;

Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, software programs, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Service Provider or its Representatives in the course of the provision of the Services.

- 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.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.7 If there is any conflict or ambiguity between the clauses of this Agreement, the relevant Statement of Work and the schedules, the conflict shall be resolved in accordance with the following order of precedence:
 - 1.7.1 The relevant Statement of Work;
 - 1.7.2 The clauses; and
 - 1.7.3 The schedules.

2 TERM

- 2.1 The Contract will be for an Initial Term of one year, following which ("CLIENT_NAME") will have the option to extend the Contract for a further 6 months (Second Term).
- 2.2 Termination of the Agreement at the end of the period in clause 2.1 above, or pursuant to clause 14.1, will not affect the continuation of any Statement of Work, unless otherwise agreed by the Parties, ("CLIENT_NAME") will pay all fees and expenses for Services performed up to the date of termination of the applicable Statement of Work.
- 2.3 ("CLIENT_NAME") shall engage the Service Provider to provide the Services. The Service Provider agrees to provide the Services and, where applicable, shall make available to ("CLIENT_NAME") Representatives to, perform the Services within the terms of this Agreement.

3 DUTIES AND OBLIGATIONS

- 3.1 During each Engagement the Service Provider shall, and (where appropriate) shall procure that its Representatives shall:
 - 3.1.1 Provide the Services with all due care, skill and ability and during the continuation of this Agreement or Statement of Work use its or his best endeavours to promote the interests of ("CLIENT_NAME") and any Group Company;

- 3.1.2 In the manner of providing the Services, act at all times in the best interest of ("CLIENT_NAME") and any Group Company;
 - 3.1.3 Comply with all relevant laws, regulatory requirements and codes of conduct; and
 - 3.1.4 Promptly give to ("CLIENT_NAME") all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the Business of ("CLIENT_NAME") or any Group Company.
- 3.2 The Service Provider will where practicable give ("CLIENT_NAME") reasonable notice of any periods when it envisages it will not be providing Services. For the avoidance of doubt, where the Service Provider's charges are on a time and materials basis, no fee shall be payable in accordance with clause 5 in respect of any period during which the Services are not provided.
- 3.3 Unless otherwise specified in the relevant Statement of Work, the Service Provider may, with the prior written approval of ("CLIENT_NAME") and subject to the following proviso, appoint a suitably qualified and skilled Substitute, to perform the Services instead of the Representative, provided that the Substitute shall be required to enter into direct undertakings with CLIENT_NAME, including with regard to confidentiality. If ("CLIENT_NAME") accepts the Substitute, the Service Provider shall continue to invoice ("CLIENT_NAME") in accordance with clause 5 and shall be responsible for the remuneration of the Substitute.
- 3.4 The Service Provider shall use its reasonable endeavours to ensure that it, and where applicable its Representatives, is available at all times during a current Statement of Work on reasonable notice to provide such assistance or information as ("CLIENT_NAME") may require in relation to the Services.
- 3.5 Unless it or he has been specifically authorised to do so by ("CLIENT_NAME") in writing:
 - 3.5.1 Neither the Service Provider nor its Representatives shall have any authority to incur any expenditure in the name of or for the account of CLIENT_NAME; and
 - 3.5.2 The Service Provider shall not, and shall procure that its Representatives shall not, hold itself out as having authority to bind CLIENT_NAME.
- 3.6 The Service Provider shall, and shall procure that its Representatives shall, comply with all reasonable standards of safety and comply with CLIENT_NAME' health and safety procedures from time to time in force at the premises where the Services are provided and report to ("CLIENT_NAME") any unsafe working conditions or practices of which the Service Provider is aware or has been notified.
- 3.7 The Service Provider shall procure that its Representatives shall comply with CLIENT_NAME' Supplier Code of Conduct and policies on social media, use of information and communication systems, anti-harassment and bullying, no smoking, dress code, substance misuse and any other policies notified to the Service Provider by ("CLIENT_NAME") from time to time.
- 3.8 The Service Provider may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:
 - 3.8.1 ("CLIENT_NAME") consents (which consent shall not be unreasonably withheld, but which in the case of any applicable regulatory requirements, shall be subject to such vetting and due diligence as ("CLIENT_NAME") deems appropriate) to the Service Provider's use of such third party;
 - 3.8.2 ("CLIENT_NAME") will not be liable to bear the cost of such functions;
 - 3.8.3 At CLIENT_NAME' request the third party shall be required to enter into direct undertakings with CLIENT_NAME, including with regard to confidentiality; and
 - 3.8.4 Service Provider shall be liable for any loss suffered by ("CLIENT_NAME") caused by the acts or omissions of such third party.

- 3.9 The Service Provider may engage subcontractors with the prior written consent of ("CLIENT_NAME"), such consent not to be unreasonably withheld.
- 3.10 The Service Provider shall remain fully responsible for the acts and omissions of any subcontractor or Substitute and shall ensure that equivalent obligations are imposed contractually on such subcontractors relating to confidentiality, data protection, security and professional standards apply.
- 3.11 The Service Provider shall, and shall procure that its Representatives shall:
- 3.11.1 Comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
 - 3.11.2 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;
 - 3.11.3 Comply with CLIENT_NAME' Ethics and Anti-bribery and Anti-corruption Policies (annexed to this Agreement at schedule 2), in each case as ("CLIENT_NAME") may update them from time to time ("**Relevant Policies**");
 - 3.11.4 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, the Relevant Policies and clause 3.11.2, and will enforce them where appropriate;
 - 3.11.5 Promptly report to ("CLIENT_NAME") any request or demand for any undue financial or other advantage of any kind received by the Service Provider or its Representatives in connection with the performance of this Agreement;
 - 3.11.6 Immediately notify ("CLIENT_NAME") if a foreign public official becomes an officer or employee of the Service Provider or acquires a direct or indirect interest in the Service Provider (and the Service Provider warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement);
 - 3.11.7 Ensure that all persons associated with the Service Provider or other persons who are performing services or providing goods in connection with this Agreement comply with this clause 3.9; and
 - 3.11.8 On request by CLIENT_NAME, the Service Provider shall certify to ("CLIENT_NAME") in writing signed by an officer of the Service Provider, compliance with this clause 3.9 by the Service Provider and all persons associated with it, including its Representatives, and all other persons for whom the Service Provider is responsible under clause 3.11.7. The Service Provider shall provide such supporting evidence of compliance as ("CLIENT_NAME") may reasonably request.
- 3.12 Failure to comply with clause 3.8 may result in the immediate termination of this Agreement.
- 3.13 For the purpose of clause 3.9, 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), section 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of clause 3.9, a person associated with the Service Provider includes but is not limited to any Substitute for its Representatives.
- 3.14 The Service Provider shall maintain accurate and complete records relating to the Services for a period of seven (7) years following completion of the relevant Statement of Work.
- ("CLIENT_NAME") may, on reasonable written notice and during normal business hours, audit such records solely for the purpose of verifying compliance with this Agreement.

Audits shall not unreasonably interfere with the Service Provider's business operations and shall be subject to appropriate confidentiality obligations.

4 THE STATEMENT OF WORK PROCESS

4.1 This Agreement governs the overall relationship of the Parties in relation to the Services provided by the Service Provider to CLIENT_NAME, and sets out:

4.1.1 Under this clause 4, the procedure for ("CLIENT_NAME") or its Affiliates to request the provision of Services from the Service Provider under separate Statement of Works; and

4.1.2 In Schedule 1, the template Statement of Work to be entered into by the Service Provider and CLIENT_NAME.

4.2 In respect of a written request from CLIENT_NAME, the Service Provider shall:

4.2.1 Either notify ("CLIENT_NAME") that it is not able to deliver the request; or

4.2.2 Complete a draft Statement of Work containing the information referred to in the template Statement of Work annexed to this Agreement at Schedule 1 and shall submit the draft Statement of Work to ("CLIENT_NAME") for its written approval.

4.3 A Statement of Work shall not enter into force, be legally binding or have any other effect unless:

4.3.1 The Statement of Work is in a form agreed between the Parties and contains the information set out in the template Statement of Work at Schedule 1, which shall be used as a guide;

4.3.2 The Statement of Work has been signed by the authorised representatives of both Parties to it;

4.3.3 As at the date the Statement of Work is signed, this Agreement has not terminated; and

4.4 Each Statement of Work:

4.4.1 Shall be entered into by ("CLIENT_NAME") and the Service Provider;

4.4.2 Forms a separate contract between the signatories; and

4.4.3 Shall incorporate the terms and conditions set out in this Agreement.

4.5 Any amendment to this Agreement agreed by ("CLIENT_NAME") and the Service Provider in accordance with clause 21 shall be deemed to apply to all future Statement of Works entered into after the date of such amendment.

4.6 The Client is under no obligation to offer further contracts or services to the Service Provider nor is the Service Provider under obligation to accept such contracts or services if offered. The Service Provider is not obliged to make its services available except for the performance of its obligations under this Agreement. Both parties agree and intend that there be no mutuality of obligations either during or following the agreement.

5 FEES

5.1 ("CLIENT_NAME") shall pay the Service Provider the Fees, as set out in the relevant Statement of Work.

5.2 In consideration of the provision of the Services, ("CLIENT_NAME") shall pay each invoice submitted by the Service Provider in accordance with clause 5.1, within 30 days of receipt. Invoices should be supported by a written record of the number of days spent providing the Services during the period to which the invoice relates where the Fee agreed in the Statement of Work is on a time and materials basis. Where the Statement of Work is Out of Scope and the Fee agreed in the Statement of Work is on a fixed basis, no written records of days spent providing services will be required.

- 5.3 ("CLIENT_NAME") shall be entitled to deduct from the fees (and any other sums) due to the Service Provider any sums that the Service Provider or, where applicable, and as agreed by the Service Provider, its Representatives may owe to ("CLIENT_NAME") or any Group Company at any time.
- 5.4 Payment in full or in part of the fees claimed under clause 5.1 or any expenses claimed under clause 5.2 **Error! Reference source not found.** shall be without prejudice to any claims or rights of ("CLIENT_NAME") or any Group Company against the Service Provider or the Representative in respect of the provision of the Services.
- 5.5 No fee shall be due or paid to the Service Provider:
- 5.5.1 If the Services set out in the Statement of Work are not provided in accordance with this Agreement; or
- 5.5.2 Where a dispute arises or has arisen between ("CLIENT_NAME") and the Service Provider about:
- 5.5.2.1 The provision of the Services set out in the Statement of Work; or
- 5.5.2.2 Any invoice submitted by the Service Provider to CLIENT_NAME,
- In respect of the disputed element, unless and until the dispute is resolved. For the avoidance of doubt, payment of any undisputed element of the fee shall not be withheld.
- 5.6 The Service Provider represents and warrants that the bank account details provided by it for the purposes of receiving any payment due from ("CLIENT_NAME") to the Service Provider are those of a bank account held solely in the name of the Service Provider and the Service Provider shall promptly inform ("CLIENT_NAME") if the bank account ceases to be so held. ("CLIENT_NAME") shall not be required to make any payment to any bank account which is not held solely in the name of the Service Provider.
- 5.7 For clarity, no management charges, administrative fees or deductions apply unless expressly agreed in the relevant Statement of Work

6 EXPENSES

- 6.1 Unless otherwise agreed to by ("CLIENT_NAME") in writing in advance, the Service Provider shall bear its own expenses (including travel) incurred in the course of each Engagement.

7 OTHER ACTIVITIES

- 7.1 Nothing in this Agreement shall prevent the Service Provider or its Representatives from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during each Engagement. The Service Provider shall ensure that such activity does not cause a breach of any of the Service Provider's obligations under this Agreement.

8 CONFIDENTIAL INFORMATION

- 8.1 Except to the extent set out in this clause 8, or where disclosure is expressly permitted elsewhere in this Agreement, each Party shall:
- 8.1.1 Treat the other Party's Confidential Information as confidential; and
- 8.1.2 Not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
- 8.2 Neither Clause 8.1 nor any other part of this clause 8 shall apply to the extent that:
- 8.2.1 Such information was in the possession of the Party making the disclosure, without obligation of confidentiality, prior to its disclosure;

- 8.2.2 Such information was obtained from a third party without obligation of confidentiality;
 - 8.2.3 Such information was already in the public domain at the time of disclosure otherwise than through a breach of this Agreement; or
 - 8.2.4 Such information was independently developed without access to the other party's Confidential Information.
- 8.3 The Service Provider may only disclose CLIENT_NAME' Confidential Information to the Service Provider's personnel who are directly involved in the provision of the Services and who need to know the information. The Service Provider shall ensure that such Service Provider's personnel are aware of, and comply with, these confidentiality obligations.
- 8.4 The Service Provider shall not, and shall procure that the Service Provider's personnel do not, use any of CLIENT_NAME' Confidential Information received otherwise than for the purposes of this Agreement.
- 8.5 The Service Provider undertakes (except as may be required by law or in order to instruct professional advisers in connection with this Agreement) not to:
- 8.5.1 Disclose or permit disclosure of any details of this Agreement to the news media or any third party;
 - 8.5.2 Disclose that ("CLIENT_NAME") is a customer or client of the Service Provider; or
 - 8.5.3 Use CLIENT_NAME' name or brand in any promotion or marketing or announcement without the prior written consent of CLIENT_NAME.
- 8.6 Transfer of Undertakings (Protection of Employment).
- 8.6.1 Nothing in this Agreement is intended to exclude or limit the application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 where they apply as a matter of law.
 - 8.6.2 Where the TUPE Regulations apply in connection with the Services, any obligations or responsibilities arising under them shall be addressed in the relevant Statement of Work.

9 **CONFIDENTIALITY**

- 9.1 Subject to clause 9.2, each party shall keep the other party's Confidential Information confidential and shall not:
- a) use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this agreement; or
 - b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 9.
- 9.2 The obligation to maintain confidentiality of Confidential Information does not apply to any Confidential information:
- 9.2.1 which the other party confirms in writing is not required to be treated as Confidential Information;
 - 9.2.2 which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;

- 9.2.3 which a party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the FOIA or the EIRs;
 - 9.2.4 which is in or enters the public domain other than through any disclosure prohibited by this agreement;
 - 9.2.5 which a party can demonstrate was lawfully in its possession prior to receipt from the other party; or
 - 9.2.6 which is disclosed by ("CLIENT_NAME") on a confidential basis to any central government or regulatory body.
- 9.3 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the purposes of performing or advising on the party's obligations under this agreement, provided that:
- 9.3.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure;
 - 9.3.2 it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement; and
 - 9.3.3 and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 5.3.
 - 9.3.4 The Supplier is under a professional duty to keep ("CLIENT_NAME")'s Confidential Information confidential and will not disclose them to any third party without ("CLIENT_NAME")'s consent unless expressly stated in this clause 5.

The provisions of this clause 9 shall survive for a period of three (3) years from the Termination Date.

- 9.4 On the termination or expiry of this Agreement, the Service Provider shall:
- 9.4.1 Return to ("CLIENT_NAME") all documents and materials (and any copies) containing, reflecting, incorporating or based on CLIENT_NAME' Confidential Information;
 - 9.4.2 Erase all CLIENT_NAME' Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically practicable); and
 - 9.4.3 Certify in writing to ("CLIENT_NAME") that it has complied with the requirements of this clause.

Only retain relevant documents required for audit, legal or regulatory purposes

10 **DATA PROTECTION**

- 10.1 The Parties shall at all times comply with applicable Data Protection Legislation.
- 10.2 The Service Provider shall in relation to personal data that it processes on behalf of ("CLIENT_NAME") as a data processor:
- 10.2.1 Act only in accordance with the Agreement and with the instructions of ("CLIENT_NAME") in relation to the processing of personal data (including instructions in relation to the return or destruction of personal data). In the event that a legal requirement prevents the Service Provider from complying with such instructions or requires the Service Provider to disclose the personal data to a third party the Service Provider shall, unless such legal requirement prohibits it from doing so, inform ("CLIENT_NAME") of the relevant legal requirement before carrying out the relevant processing activities;

- 10.2.2 Take reasonable steps to ensure the reliability of staff having access to the personal data and that all staff to whom it discloses personal data are made aware that the personal data is confidential information of ("CLIENT_NAME") and subject to this clause 9 and any confidentiality obligations set out in this Agreement;
- 10.2.3 Have and maintain appropriate technical and organisational measures, in accordance with Data Protection Legislation, to prevent unauthorised or unlawful processing of personal data and accidental loss or destruction of, or damage to, personal data, including operating a security strategy. The Service Provider shall maintain such security measures for as long as it is processing the personal data;
- 10.2.4 Not transfer, or otherwise permit access to, any personal data outside of the European Economic Area ("EEA") without the CLIENT_NAME' prior written consent;
- 10.2.5 Refrain from disclosing personal data to any third parties other than to permitted sub-contractors to whom disclosure is reasonably necessary in order for the Service Provider to comply with the Agreement and/or comply with the CLIENT_NAME' instructions, provided that in all cases:
- 10.2.5.1 Such disclosure is made subject to written terms substantially the same as this clause 9; and
- 10.2.5.2 Such disclosure has been approved in writing in advance by CLIENT_NAME.
- 10.2.6 Afford to ("CLIENT_NAME")(and procure that its permitted sub-contractors afford to CLIENT_NAME) access on reasonable notice and at reasonable intervals to any premises, facilities or equipment used to process relevant personal data to enable ("CLIENT_NAME") to ensure that the Service Provider is complying with its obligations under this clause 9 and/or that the Service Provider's permitted sub-contractors are complying with the equivalent contractual obligations imposed on them;
- 10.2.7 At no additional cost, provide such information and assistance to ("CLIENT_NAME") as ("CLIENT_NAME") may reasonably require, and within the timescales reasonably specified by CLIENT_NAME, in order to allow ("CLIENT_NAME") to comply with:
- 10.2.7.1 The rights of data subjects under Data Protection Legislation, including subject access rights;
- 10.2.7.2 Notices or other communications from the Information Commissioner or any other regulator of Data Protection Legislation; and
- 10.2.7.3 Articles 32 – 36 (inclusive) of the EU's General Data Protection Regulation (2016/679/EC);
- 10.2.8 As soon as reasonably practical, and in any event within 48 hours, notify ("CLIENT_NAME") of any personal data breach. The Service Provider shall provide ("CLIENT_NAME") with reasonable assistance in the CLIENT_NAME' compliance with Data Protection Legislation in relation to the personal data breach; and
- 10.2.9 On termination of this Agreement (or as otherwise instructed by CLIENT_NAME) erase (and provide a certificate of data destruction) or return the personal data to ("CLIENT_NAME") (as instructed by CLIENT_NAME) save that the Service Provider shall be entitled to retain personal data to the extent required by applicable law.

10.3 Security Measures

- 10.3.1 The Service Provider shall implement appropriate technical and organisational measures to protect Personal Data, including access controls, staff reliability checks proportionate to the Services, and documented incident response procedures.

- 10.3.2 Any Personal Data breach shall be notified to ("CLIENT_NAME") without undue delay and in any event within forty-eight (48) hours.

11 INTELLECTUAL PROPERTY

11.1 The Service Provider warrants to ("CLIENT_NAME") that, as applicable, it:

- 11.1.1 Has obtained from the Representative a written and valid assignment with effect from creation of all existing and future Intellectual Property Rights in the Works and of all materials embodying such rights and a written irrevocable waiver of all the Representative's statutory moral rights in the Works, to the fullest extent permissible by law, and that the Representative has agreed to hold on trust for the Service Provider any such rights in which the legal title has not passed (or will not pass) to the Service Provider. The Service Provider agrees to provide to ("CLIENT_NAME") a copy of this assignment on or before the date of this Agreement; and
- 11.1.2 Hereby assigns with effect from creation all existing and future Intellectual Property Rights in the Works and of all materials embodying such rights to the fullest extent permissible by law. Insofar as such Intellectual Property Rights do not vest automatically by operation of law or under this Agreement, the Service Provider holds legal title in these rights and inventions on trust for CLIENT_NAME.

11.2 The Service Provider undertakes to CLIENT_NAME:

- 11.2.1 To notify to ("CLIENT_NAME") in writing full details of all Works made in connection with the provision of the Services promptly on their creation;
- 11.2.2 To keep confidential the details of all Works made in connection with the provision of the Services;
- 11.2.3 Whenever requested to do so by ("CLIENT_NAME") and in any event on the termination of the Engagement, promptly to deliver to ("CLIENT_NAME") all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in its or its Representative's possession, custody or power;
- 11.2.4 Not to register nor attempt to register any of the Intellectual Property Rights in the Works unless requested to do so by CLIENT_NAME; and
- 11.2.5 To do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works has passed, or will pass, to CLIENT_NAME,
- 11.2.6 Nothing in this Agreement shall prevent the Service Provider from using general knowledge, skills, experience, methodologies or know-how acquired in the course of providing the Services, provided that such use does not disclose or make use of the Client's Confidential Information or the Works.

And confirms that its Representatives have given written undertakings in the same terms to the Service Provider.

11.3 The Service Provider warrants that, to the best of its knowledge:

- 11.3.1 It has not given and will not give permission to any third party to use any of the Works, nor any of the Intellectual Property Rights in the Works;
- 11.3.2 It is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
- 11.3.3 The use of the Works or the Intellectual Property Rights in the Works by ("CLIENT_NAME"), in accordance with this Agreement will not infringe the rights of any third party,

And confirms that its Representatives have given written undertakings in the same terms to the Service Provider.

- 11.4 The Service Provider agrees to indemnify ("CLIENT_NAME") and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by CLIENT_NAME, or for which ("CLIENT_NAME") may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works as delivered and used in accordance with this Agreement supplied by the Service Provider to ("CLIENT_NAME") during the course of providing the Services.
- 11.5 The Service Provider acknowledges that no further remuneration or compensation other than that provided for in this Agreement is or may become due to the Service Provider in respect of the performance of its obligations under this clause.
- 11.6 The Service Provider undertakes to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of ("CLIENT_NAME") and at any time either during or after each Engagement, as may, in the opinion of CLIENT_NAME, be necessary or desirable to vest the Intellectual Property Rights in, and register or obtain patents or registered designs in, the name of ("CLIENT_NAME") and to defend ("CLIENT_NAME") against claims that works embodying Intellectual Property Rights infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works. The Service Provider confirms that the Representative has given written undertakings in the same terms to the Service Provider. Such assistance shall be provided at the Client's reasonable cost and expense.
- 11.7 The Service Provider irrevocably appoints ("CLIENT_NAME") to be its attorney in its name and on its behalf to execute documents, use the Service Provider's name and do all things which are necessary or desirable for ("CLIENT_NAME") to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any director or the secretary of CLIENT_NAME, that any instrument or act falls within the authority conferred by this Agreement shall be conclusive evidence that such is the case so far as any third party is concerned.

12 **INSURANCE AND LIABILITY**

- 12.1 The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the agreement, including death or personal injury, loss or damage to property or any other loss. Such policy or policies shall include professional indemnity cover in respect of any financial loss to ("CLIENT_NAME") arising from any advice given or omitted to be given by the Supplier under the agreement or otherwise in connection with the provision of the Services. Such insurance shall be maintained for so long as the Supplier may have any liability to ("CLIENT_NAME").
- 12.2 It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability arising in respect of the risks referred to in clause 2.1.
- 12.3 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by clause 2.1, ("CLIENT_NAME") may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 12.4 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the agreement.

- 12.5 The Service Provider shall have liability for and shall indemnify ("CLIENT_NAME") and any Group Company for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Service Provider or its Representatives or any Substitute engaged by it of the terms of this Agreement including any negligent or reckless act, omission or default in the provision of the Services.
- 12.6 Nothing in this Agreement shall limit or exclude either Party's liability for:
- (a) Death or personal injury caused by its negligence;
 - (b) Fraud or fraudulent misrepresentation
 - (c) Any other liability which cannot be limited or excluded by applicable law
- 12.7 Subject to clause 12.6, neither Party shall be liable to the other for any indirect or consequential loss arising under or in connection with this Agreement, including loss of profit, loss of business, loss of goodwill or anticipated savings.
- 12.8 The Service Provider shall hold such insurance as it considers reasonably prudent in relation to the Services provided under this Agreement and shall, on the written request of ("CLIENT_NAME") from time to time, provide ("CLIENT_NAME") with copies of any applicable policy documents for such insurance.
- 12.9 The Service Provider shall notify the insurers of its relationship with ("CLIENT_NAME") and, If necessary, CLIENT_NAME' interest. If considered necessary by the relevant insurer, the Service Provider shall cause the interest to be noted on the Insurance policies.
- 12.10 The Service Provider shall comply (and shall procure that its Representatives comply) with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Service Provider is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Service Provider shall notify ("CLIENT_NAME") without delay.
- 12.11 A party claiming indemnity in respect of any third party claim (a "Claim") shall (a) promptly notify the other of the Claim; (b) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the other; (c) afford the other access to any relevant papers and records; and, (d) to the extent reasonably necessary (and at the expense of the party making such request), cooperate with the other party in such steps as may reasonably be required to avoid, dispute, compromise or defend the Claim.
- 12.12 Notwithstanding the indemnity in this Agreement and unless otherwise specified in the relevant Statement of Work, subject to clause 12.6, the total aggregate liability of the Service Provider arising out of or in connection with this agreement shall not exceed £5,000,000.
- 13 **FORCE MAJEURE**
- 13.1 Subject to the remaining provisions of this clause 12, neither party to this Agreement shall in any circumstances be liable to the other for any delay or non-performance of its obligations under this Agreement to the extent that such non-performance is due to a Force Majeure Event.
- 13.2 In the event that either party is delayed or prevented from performing its obligations under this Agreement by a Force Majeure Event, such party shall:
- 13.2.1 Give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
 - 13.2.2 Use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this Agreement; and
 - 13.2.3 Resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

- 13.3 A party cannot claim relief if the Force Majeure Event is attributable to that party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 13.4 As soon as practicable following the affected party's notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Agreement. Where the Service Provider is the affected party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with best industry practice.
- 13.5 The affected party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event unless agreed otherwise by the parties.
- 13.6 If the Force Majeure Event prevents the Service Provider from fulfilling its obligations under this Agreement for more than 90 days, ("CLIENT_NAME") shall have the right to terminate this Agreement immediately upon written notice to Service Provider.

14 **TERMINATION**

- 14.1 Either party may terminate this Agreement for convenience at any time by giving the other 60 day's prior written notice, unless otherwise specified in the relevant Statement of Work. Termination under this provision will not affect the continuation of any Statement of Work, unless otherwise agreed by the Parties.
- 14.1.1 Termination or expiry of this Agreement shall not automatically terminate any Statement of Work, unless expressly stated in that Statement of Work.
- 14.1.2 Termination or expiry of a Statement of Work shall not terminate this Agreement or any other Statement of Work.
- 14.2 ("CLIENT_NAME") may terminate the Agreement with immediate effect without notice and without any liability to make any further payment to the Service Provider (other than in respect of Services provided before the Termination Date) if at any time:
- 14.2.1 The Service Provider or its Representatives commit any gross misconduct affecting the Business of ("CLIENT_NAME") or any Group Company;
- 14.2.2 The Service Provider or its Representatives commit any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuse or neglect to comply with any reasonable and lawful directions of CLIENT_NAME;
- 14.2.3 The Service Provider is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
- 14.2.4 The Service Provider or its Representatives are, in the reasonable opinion of CLIENT_NAME, negligent or incompetent in the performance of the Services;
- 14.2.5 The Service Provider is declared bankrupt, compounds with his/her creditors or enters into a voluntary arrangement with his/her creditors or has an interim order made against him/her under the Insolvency Act 1986;
- 14.2.6 The Service Provider makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Service Provider;
- 14.2.7 The Service Provider or any of its Representatives commits any fraud or dishonesty or acts in any manner which in the opinion of ("CLIENT_NAME") brings or is likely to bring its

Representatives, the Service Provider or ("CLIENT_NAME") or any Group Company into disrepute or is materially adverse to the interests of ("CLIENT_NAME") or any Group Company;

14.2.8 The Service Provider or any of its Representatives commits any breach of CLIENT_NAME' policies and procedures; or

14.2.9 The Service Provider or any of its Representative commits any offence under the Bribery Act 2010.

14.3 The rights of either party under clause 13 are without prejudice to any other rights that it might have at law to terminate each Engagement or to accept any breach of this Agreement on the part of the other as having brought the Agreement to an end. Any delay by a party in exercising its rights to terminate shall not constitute a waiver of these rights.

15 **OBLIGATIONS AND TERMINATION**

15.1 On the Termination Date the Service Provider shall, and shall procure that its Representatives shall:

15.1.1 Immediately deliver to ("CLIENT_NAME") all ("CLIENT_NAME") Property which is in its or his possession or under its or his control and shall procure that all Representatives shall immediately deliver up to ("CLIENT_NAME") all ("CLIENT_NAME") Property;

15.1.2 Irretrievably delete any information relating to the Business of ("CLIENT_NAME") or any Group Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its or his possession or under its or his control outside the premises of CLIENT_NAME. For the avoidance of doubt, the contact details of business contacts made during the Engagement are regarded as Confidential Information, and as such, must be deleted from personal social or professional networking accounts; and

15.1.3 Warrant that it or he has complied fully with its or his obligations under this clause 14.

16 **MODERN SLAVERY**

16.1 In performing its obligations under the agreement, the Service Provider shall and shall ensure where applicable that any persons engaged by the Service Provider (including all Representatives) shall comply with all applicable laws, statutes, regulations and codes from time to time in force relevant to the Modern Slavery Act 2015.

16.2 The Service Provider represents and warrants to ("CLIENT_NAME") that neither the Service Provider nor any of its officers, employees, or any of its Representatives or other persons associated with it:

16.2.1 Has been convicted of any offence involving slavery and human trafficking; and

16.2.2 Having made reasonable enquiries, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

16.3 The Service Provider and its Representatives shall implement due diligence procedures to ensure that there is no slavery or human trafficking by any persons it engages in connection with this Agreement.

16.4 The Service Provider and its Representatives shall notify ("CLIENT_NAME") as soon as it becomes aware of any actual or suspected slavery or human trafficking by any person engaged by the Service Provider in connection with this Agreement.

17 **NON-SOLICITATION**

17.1 The Service Provider and the Client each agree that it will not, either at any during a current Statement of Work or for a period of 6 months following the expiry of any Statement of Work, directly or indirectly solicit, employ or engage any personnel of the other party with whom it has had material contact pursuant to a Statement of Work under this Agreement.

18 STATUS

- 18.1 The relationship of the Service Provider (and any Representative or any Substitute supplied by the Service Provider under the Agreement) to ("CLIENT_NAME") will be that of service provider and nothing in this Agreement shall render it (nor a
- 18.2 ny Representative) an employee, worker, agent or partner of ("CLIENT_NAME") and the Service Provider shall not hold itself out as such and shall procure that its Representatives shall not hold themselves out as such.
- 18.3 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Service Provider shall be fully responsible for and shall indemnify ("CLIENT_NAME") or any company within the CLIENT_NAME' group for and in respect of:
- 18.3.1 Any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by any Representatives in respect of the Services, where such recovery is not prohibited by law. The Service Provider shall further indemnify ("CLIENT_NAME") against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by ("CLIENT_NAME") in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of CLIENT_NAME' negligence or wilful default;
- 18.3.2 Any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by any Representatives against ("CLIENT_NAME") arising out of or in connection with the provision of the Services.
- 18.4 The Service Provider warrants that it is not nor will it prior to the cessation of this Agreement, become a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003. The Service Provider shall on request supply to ("CLIENT_NAME") copies of its company records and evidence demonstrating that no person who carries on a business of promoting or facilitating the use of companies to provide the services of individuals (a) benefits financially on an ongoing basis from the provision of the Services; (b) influences or controls the provision of the Services; (c) influences or controls the way in which payments to any Representative are made; (d) influences or controls the Service Provider finances or any of its activities, or (e) gives or promotes an undertaking to make good any tax loss.
- 18.5 The parties agree that, upon termination of all or any part of this Agreement, (an "Exit Event"), it is not intended that the Employment Regulations shall apply to transfer the contracts of employment of any Representative to ("CLIENT_NAME") of the Service Provider, any member of the ("CLIENT_NAME") Group, or to any Replacement Service Provider.
- 18.6 Notwithstanding clause 17.6 above, if an Exit Event occurs and either: (a) the contract of employment of any Representative has effect or is alleged to have effect as if originally made between ("CLIENT_NAME") or any member of the ("CLIENT_NAME") Group or any Replacement Service Provider and that person; and/or (b) any Employment Liabilities relating to any Representative who transfers or is alleged to have transferred to CLIENT_NAME, any member of the ("CLIENT_NAME") Group, or to any Replacement Service Provider, ("CLIENT_NAME") may, on becoming aware of such effect, transfer or allegation, terminate, or may procure that the relevant member of the ("CLIENT_NAME") Group or the Replacement Service Provider (as the case may be) terminates, the contract of employment and the Service Provider shall indemnify ("CLIENT_NAME") and/or at the direction of CLIENT_NAME, the relevant member of the ("CLIENT_NAME") Group and/or the Replacement Service Provider against any Employment Liabilities connected to or arising out of such termination and against any sum payable to or in respect of that person related to their employment up to the date of such termination.

19 DISPUTE RESOLUTION PROCEDURE

- 19.1 The parties shall attempt, in good faith, to resolve any Dispute promptly by negotiation which shall be conducted as follows:

- 19.1.1 Either party may give notice to the other party in writing (a “**Dispute Notice**”) that a Dispute has arisen and the Dispute shall be referred, by either party, to the authorised representatives of each of the parties for resolution; and
- 19.1.2 If the Dispute cannot be resolved by the authorised representatives of the parties within 30 days of the Dispute Notice, the parties may attempt to resolve the Dispute by mediation in accordance with clause 18.2.
- 19.2 If, within 30 days of the Dispute Notice, the parties have failed to agree on a resolution, either party may refer any Dispute for mediation pursuant to this clause 18.2, but neither shall be a condition precedent to the commencement of any court proceedings, and either party may issue and commence court proceedings prior to or contemporaneously with the commencement of mediation. The following provisions shall apply to any such reference to mediation:
- 19.2.1 The reference shall be a reference under the Model Mediation Procedure (“**MMP**”) of the Centre of Dispute Resolution (“**CEDR**”) for the time being in force;
- 19.2.2 Both parties shall, immediately on such referral, co-operate fully, promptly and in good faith with CEDR and the mediator and shall do all such acts and sign all such documents as CEDR or the mediator may reasonably require to give effect to such mediation, including an Agreement in, or substantially in, the form of CEDR’s Model Mediation Agreement for the time being in force; and
- 19.2.3 To the extent not provided for by such Agreement of the MMP:
- 19.2.3.1 The mediation shall commence by either party serving on the other written notice setting out, in summary form, the issues in dispute and calling on that other party to agree the appointment of a mediator; and
- 19.2.3.2 The mediation shall be conducted by a sole mediator (which shall not exclude the presence of a pupil mediator) agreed between the parties or, in default of Agreement, appointed by CEDR.
- 19.3 If and to the extent that the parties do not resolve any Dispute or any issue in the course of any mediation, either party may commence or continue court proceedings in respect of such unresolved Dispute or issue.
- 19.4 Nothing in this clause 18 shall prevent either party from instigating legal proceedings where an order for an injunction, disclosure or legal precedent is required.
- 19.5 Without prejudice to CLIENT_NAME’ right to seek redress in court, the Service Provider shall continue to provide the Services and to perform its obligations under this Agreement notwithstanding any Dispute or the implementation of the procedures set out in this clause 18.

20 NOTICES

- 20.1 A notice given to a party under or in connection with this Agreement shall be in writing and sent to the party at the address given in this agreement or as otherwise notified in writing to the other party.
- 20.2 The following table sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time:

Delivery method	Deemed delivery date and time
Delivery by hand	On signature of a delivery receipt
Pre-paid first class post or other next working day delivery service providing proof of postage	9.00 am on the second Business Day after posting
Pre-paid airmail providing proof of postage	9.00 am on the fifth Business Day after posting
Email	Upon confirmation of receipt, or 48

	hours after transmission

20.3 For the purpose of clause 19.1 and calculating deemed receipt:

20.3.1 All references to time are to local time in the place of deemed receipt; and

20.3.2 If deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

20.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21 ENTIRE AGREEMENT

21.1 This Agreement constitutes the entire agreement between the parties and any Group Company and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

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

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

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

22 PUBLICITY

Each party agrees that no public release or announcement concerning this Agreement or the Services contemplated hereby will be issued by any party without the prior consent of the other, except such public release or announcement as may be required by applicable law (including any rule or regulation of any stock exchange).

23 VARIATION

23.1 No variation of this Agreement or of any of the documents referred to in it shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

23.2 Service Provider shall either accept or reject any variation to the terms of this Agreement or any of the documents referred to in it proposed by ("CLIENT_NAME") within 30 days of receiving notice of such proposal from ("CLIENT_NAME") by giving ("CLIENT_NAME") written notice of its acceptance or rejection. If Service Provider rejects the proposed variation, it shall set out its reasons for such rejection in its notice to CLIENT_NAME.

24 COUNTERPARTS

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

25 THIRD PARTY RIGHTS

25.1 Except as expressly provided elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

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

26 **GOVERNING LAW**

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) shall be governed by and construed in accordance with the law of England and Wales.

27 **FREEDOM OF INFORMATION**

27.1 The Supplier acknowledges that ("CLIENT_NAME") is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

27.2 provide all necessary assistance and cooperation as reasonably requested by ("CLIENT_NAME") to enable ("CLIENT_NAME") to comply with its obligations under the FOIA and EIRs;

27.3 transfer to ("CLIENT_NAME") all requests for Information relating to this agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;

27.4 provide ("CLIENT_NAME") with a copy of all Information belonging to ("CLIENT_NAME") requested in the Request For Information which is in its possession or control in the form that ("CLIENT_NAME") requires within five (5) Working Days (or such other period as ("CLIENT_NAME") may reasonably specify) of ("CLIENT_NAME")'s request for such Information; and

27.5 not respond directly to a request for Information unless authorised in writing to do so by ("CLIENT_NAME").

27.6 The Supplier acknowledges that ("CLIENT_NAME") may be required under the FOIA and EIRs to disclose Information including commercially sensitive information without consulting or obtaining consent from the Supplier. ("CLIENT_NAME") shall take reasonable steps to notify the Supplier of a request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) ("CLIENT_NAME") shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

27.7 **("CLIENT_NAME") to publish this agreement.**

28 **DATA PROCESSING**

28.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 4 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

28.2 The parties acknowledge that for the purposes of the Data Protection Legislation, ("CLIENT_NAME") and the Supplier will both be deemed Controllers and the parties confirm that they will at all times comply with the provisions and obligations imposed on them (if any) arising under this Agreement by the Data Protection Legislation as well as any replacement, supplement or re-enactment thereto, and all other applicable laws relating to processing of personal data and privacy.

- 28.3 Without prejudice to the generality of clause 4.1, ("CLIENT_NAME") will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this agreement.
- 28.4 Either party may, at any time on not less than thirty (30) days' notice, revise this clause 4 by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 28.5 The provisions of this clause shall apply during the continuance of the agreement and indefinitely after its expiry or termination.
- 29 **SERVICE LEVELS AND PERFORMANCE STANDARDS**
- 29.1 **Deliverable Timeline** The Consultant shall endeavour to deliver all agreed deliverables in accordance with the agreed project timeline.
- 29.2 **Quality Standards**
- All services shall be performed:
With reasonable skill and care in accordance with standards generally observed in the UK packaged software delivery market
By appropriately qualified and experienced personnel
In compliance with all applicable laws and professional standards
- 29.3 **Response Times**
- The Consultant shall use reasonable endeavours to respond to Client queries as follows:
- Urgent matters: within 4 business hours
 - Standard matters: within 1 business day
 - Non-urgent matters: within 2 business days
- 29.4 **Availability**
- Key consulting personnel shall be available for scheduled meetings and communications during normal business hours (9:00 AM to 6:00 PM GMT, Monday to Friday, excluding public holidays).
- 30 **ANTI BRIBERY & CORRUPTION**
- 30.1 The Supplier represents and warrants that neither it, nor any of its Representatives:
- 30.2 has committed a Prohibited Act;
- 30.3 to the best of its knowledge has been or is subject to an investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act; or
- 30.4 has been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 30.5 The Supplier shall promptly notify ("CLIENT_NAME") if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in [clause 6.1](#) at the relevant time.
- 30.6 The Supplier shall (and shall procure that its Representatives shall) during the Term:

- 30.6.1 not commit a Prohibited Act;
 - 30.6.2 not do or omit to do anything that would cause ("CLIENT_NAME") or any of ("CLIENT_NAME")'s Representatives to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements;
 - 30.6.3 comply with ("CLIENT_NAME")'s Anti-Bribery and Corruption Policy as updated from time to time and have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent occurrence of a Prohibited Act; and
 - 30.6.4 notify ("CLIENT_NAME") (in writing) if it becomes aware of any breach of clause 30.3, or clause 30. 6.3.2, or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with performance of this agreement.
- 30.7 The Supplier shall maintain appropriate and up to date records showing all payments made by the Supplier in connection with this agreement and the steps taken to comply with its obligations under clause 30.6.3.
- 30.8 The Supplier shall allow ("CLIENT_NAME") and its third party representatives to audit any of the Supplier's records and any other relevant documentation in accordance with clause 6.
- 30.9 If the Supplier is in Default under this clause 30 ("CLIENT_NAME") may by notice:
- 30.10 require the Supplier to remove from performance of this agreement any Representative whose acts or omissions have caused the Default; or
- 30.11 immediately terminate this agreement.
- 30.12 Any notice served by ("CLIENT_NAME") under clause 30.6 shall specify the nature of the Prohibited Act, the identity of the person who ("CLIENT_NAME") believes has committed the Prohibited Act and the action that ("CLIENT_NAME") has elected to take (including, where relevant, the date on which this agreement shall terminate)
- 30.13 Reputational Conduct
- 30.13.1 The Service Provider shall conduct its business in a manner that does not bring ("CLIENT_NAME") into disrepute and shall maintain appropriate policies relating to ethics, anti-bribery, modern slavery and professional conduct

This Agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1.

STATEMENT OF WORK

Date (Effective Date) <INSERT DATE> Statement of Work <INSERT #>

THIS STATEMENT OF WORK is entered as of the Effective Date designated below, by and between **STRATA FINANCIAL SERVICES CONSULTING LIMITED** (as defined below) ("Strata FSC" or the "Service Provider") and ("**CLIENT_NAME**"), ("**CLIENT_NAME**" or the "Client"). The Client and the Service Provider are together referred to as the "Parties", each of them a Party.

The Parties acknowledge that they are entering into this Statement of Work pursuant to the provisions of the Master Services Agreement dated [date], between the Service Provider and the Client (the "Agreement"). The Parties further acknowledge and agree that the provisions of the Agreement are incorporated by reference and shall apply to this Statement of Work as though set out in their entirety below. All capitalised terms not otherwise defined in this Statement of Work shall have the meaning set out in the Agreement.

The terms and conditions set out in this Statement of Work shall apply only to the Services covered by this Statement of Work and not to Services covered under any other Statement of Work and shall not amend or supplement the terms of the Agreement except for purposes of the Services covered by this Statement of Work.

Party: SERVICE PROVIDER FIRM CLIENT
Name: Strata Financial Services Consulting Limited ("**CLIENT_NAME**")
Address:

Project Name: <INSERT>

Effective Date: <INSERT> Completion Date: <INSERT>

Description of services:

[Provide an overview of the services required, process, methodology, requirements etc.]

Description of specific client obligations, assumptions and dependencies:

*[Describe what ("**CLIENT_NAME**") need to provide in order to support delivery of services.]*

Description of deliverables (or other work products):

[Specify the deliverables or other work products that are to be produced and delivered by the SERVICE PROVIDER.]

Timetable:

[This section should include as detailed a description as possible about the period and specific work streams that form the project including significant milestones and deliverables.]

<INSERT> Date: <INSERT>

<INSERT> Date: <INSERT>

<INSERT> Date: <INSERT>

Resource profile:

[This section should include details of the resources that the SERVICE PROVIDER is providing across the project Timeline and how much time and effort allocated to each.]

Fees:

Fixed Fee

The Service Provider will perform all Services and provide all Reports under this Statement of Work in consideration for the fees in the amount of <INSERT AMOUNT>. The Fee is inclusive of all expenses incurred by Service Provider in conjunction with its performance of the Services and providing the Deliverable(s).

Time and Materials (T&M) Fee

The Fee shall be calculated on the basis of hours expended, grade, and the degree of skill and responsibility and hourly rates as set out in this Statement of Work. Expenses shall be reimbursed to the Service Provider by the Client at cost where agreed.

Alternative Fees

[Specify fee construct e.g. Contingent based fee]

Payment Currency and Schedule:

[Set out payment schedule and expectations of payment on delivery or scheduled monthly for example.]

Payment & invoice details:

Invoices shall be rendered monthly and paid in the following currency, Pounds Sterling, within 30 days of the date of the invoice.

Work Location

The Services under this SOW are to be provided via Strata FSC and its Representative's offices in the UK, remotely

Representatives & Substitution

In the event that Strata FSC wishes to utilise a Substitute, it will provide details to ("CLIENT_NAME") as soon as reasonably practicable in advance to enable ("CLIENT_NAME") to be satisfied as to any applicable regulatory requirements.

Resources and Access

Depending on the nature of the task, ("CLIENT_NAME") will provide system access for on-site and off-site work - in accordance with established company policies, standards, regulations, and rules of conduct.

("CLIENT_NAME") will provide the appropriate procedures, guidelines, standards, reference materials, and system/application documentation.

("CLIENT_NAME") will provide access to the appropriate personnel (management, technical, subject matter expertise, etc.) necessary to fulfil the contract requirements

Termination

Either party may terminate this Statement of Work at any time by providing the other party with 30 calendar days written notice. Any Fees that are properly due and payable for Services provided in accordance with this Agreement by the Supplier shall be paid by ("CLIENT_NAME") up to the date of termination. The Parties agree to work together and the Supplier to use reasonable efforts to transfer any Services that are being provided under this Statement of Work during the notice period.

Contact details and process for invoicing and payment are as follows:

[Insert full invoice address and instructions

The addresses and names of the parties for the purposes of invoicing and payment are:

CLIENT: ("CLIENT_NAME")

Address: , London

For the attention of: <NAME>

Email: <EMAIL>

And

SERVICE PROVIDER: Strata Financial Services Consulting Limited

Address:

For the attention of:

Email:

Or such other address, as may be notified in writing from time to time by the relevant Party to the other Party.

Additional terms & conditions:

<INSERT>

IN WITNESS WHEREOF, the parties hereto, through their duly authorised officers, have executed this Statement of Work to the Agreement as of the Effective Date.

SIGNED for and on behalf of STRATA FINANCIAL SERVICES CONSULTING LIMITED by:

[NAME]
[POSITION]

.....

SIGNED for and on behalf of ("CLIENT_NAME") by:
<INSERT NAME OF AUTHORISED SIGNATORY>
<INSERT JOB TITLE>

.....

SCHEDULE 2.

Policies

[Insert applicable policies]

AGREEMENT SIGNATURE PAGE

EXECUTED as a DEED by)
("CLIENT_NAME") acting by)
XXXXXX, a director,)
In the presence of: XXXXXX)

Signature of Witness:
Name and Address and Occupation
Of Witness

EXECUTED as a DEED by)
Strata FSC acting by)
XXXXXX a director,)
In the presence of: XXXXX)

Signature of Witness:
Name and Address and Occupation
Of Witness

Annex 1 – Mandatory Policy

DEFINITIONS

Bribery Act	the Bribery Act 2010 together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
Confidential Information	means: e) information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party that relates to: i. the Disclosing Party; or ii. its operations, business, affairs, developments, Intellectual Property Rights, trade secrets, know-how, customers and/or personnel; f) other information provided by the Disclosing Party that ought reasonably to be considered to be confidential which comes (or has come) to the Receiving Party's attention or into its possession, including without limitation ("CLIENT_NAME")'s Materials; g) discussions, negotiations and correspondence between the Disclosing Party or any of its consultants or professional advisers and the Receiving Party or any of its consultants and professional advisers in connection with this Agreement; and h) information derived from any of the above (including any copies of such information);
Controller	as defined in the Data Protection Legislation;
Data Protection Legislation	means, for the periods for which they are in force, the General Data Protection Regulations (Regulation (EU) 2016/679); ("GDPR") or any equivalent legislation amending, supplementing or replacing the GDPR, the Data Protection Act 2015, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 626/2003) and all applicable laws and regulations relating to the processing of Personal Data and privacy, including where applicable the guidance and

	codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time;
Data Subject	as defined in the Data Protection Legislation;
Disclosing Party	means a Party that makes a disclosure of Confidential Information to another Party;
EIRs	the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations
FOIA	the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
Information	has the meaning given under section 84 of FOIA;
Law	means any legal provision the Supplier must comply with including any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, whether in the UK or elsewhere;
Personal Data	as defined in the Data Protection Legislation;
Processor	as defined in the Data Protection Legislation;
Prohibited Act	the following constitute Prohibited Acts: d) to directly or indirectly offer, promise or give any person working for or engaged by ("CLIENT_NAME") a financial or other advantage as an inducement or reward for any improper performance of a relevant function of activity; e) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement; f) committing any offence: (i) under the Bribery Act; (ii) under legislation or common law concerning fraudulent acts; or (iii) of

	defrauding, attempting to defraud or conspiring to defraud ("CLIENT_NAME"); g) any activity, practice or conduct which would constitute one of the offences listed under (c) above, if such activity, practice or conduct had been carried out in the UK;
Receiving Party	means a Party to which a disclosure of Confidential Information is made by another Party;
Relevant Requirements	all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
Representatives	means, in relation to a party, its employees, officers, contractors, subcontractors, representatives, Key Personnel, advisors, auditors and insurers.
Request for Information	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

1. INSURANCE

- 1.1 The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the agreement, including death or personal injury, loss or damage to property or any other loss. Such policy or policies shall include professional indemnity cover in respect of any financial loss to ("CLIENT_NAME") arising from any advice given or omitted to be given by the Supplier under the agreement or otherwise in connection with the provision of the Services. Such insurance shall be maintained for so long as the Supplier may have any liability to ("CLIENT_NAME").
- 1.2 It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability arising in respect of the risks referred to in clause 2.1.
- 1.3 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by clause 2.1, ("CLIENT_NAME") may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 1.4 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the agreement.

2. FREEDOM OF INFORMATION

- 2.1 The Supplier acknowledges that ("CLIENT_NAME") is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
- a) provide all necessary assistance and cooperation as reasonably requested by ("CLIENT_NAME") to enable ("CLIENT_NAME") to comply with its obligations under the FOIA and EIRs;
 - b) transfer to ("CLIENT_NAME") all requests for Information relating to this agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
 - c) provide ("CLIENT_NAME") with a copy of all Information belonging to ("CLIENT_NAME") requested in the Request For Information which is in its possession or control in the form that ("CLIENT_NAME") requires within five (5) Working Days (or such other period as ("CLIENT_NAME") may reasonably specify) of ("CLIENT_NAME")'s request for such Information; and
 - d) not respond directly to a request for Information unless authorised in writing to do so by ("CLIENT_NAME").
 - e) The Supplier acknowledges that ("CLIENT_NAME") may be required under the FOIA and EIRs to disclose Information including commercially sensitive information without consulting or obtaining consent from the Supplier. ("CLIENT_NAME") shall take reasonable steps to notify the Supplier of a request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) ("CLIENT_NAME") shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
- 2.2 Notwithstanding any other term of this agreement, the Supplier consents to the publication of this agreement in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and EIRs.
- 2.3 ("CLIENT_NAME") shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute discretion. The Supplier shall assist and co-operate with ("CLIENT_NAME") to enable ("CLIENT_NAME") to publish this agreement.

3. DATA PROCESSING

- 3.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 4 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 3.2 The parties acknowledge that for the purposes of the Data Protection Legislation, ("CLIENT_NAME") and the Supplier will both be deemed Controllers and the parties confirm that they will at all times comply with the provisions and obligations imposed on them (if any) arising under this Agreement by the Data Protection Legislation as well as any replacement, supplement or re-enactment thereto, and all other applicable laws relating to processing of personal data and privacy.
- 3.3 Without prejudice to the generality of clause 4.1, ("CLIENT_NAME") will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this agreement.
- 3.4 Either party may, at any time on not less than thirty (30) days' notice, revise this clause 4 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 3.5 The provisions of this clause shall apply during the continuance of the agreement and indefinitely after its expiry or termination.

CONFIDENTIALITY

- 1 Subject to clause 5.2, each party shall keep the other party's Confidential Information confidential and shall not:
 - 1.1 use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this agreement; or
 - 1.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 5.
- 2 The obligation to maintain confidentiality of Confidential Information does not apply to any Confidential information:
 - 2.1 which the other party confirms in writing is not required to be treated as Confidential Information;
 - 2.2 which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
 - 2.3 which a party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the FOIA or the EIRs;
 - 2.4 which is in or enters the public domain other than through any disclosure prohibited by this agreement;
 - 2.5 which a party can demonstrate was lawfully in its possession prior to receipt from the other party; or
 - 2.6 which is disclosed by ("CLIENT_NAME") on a confidential basis to any central government or regulatory body.
- 3 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the purposes of performing or advising on the party's obligations under this agreement, provided that:
 - 3.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure;
 - 3.2 it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement; and
 - 3.3 and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 5.3.
- 4 The Supplier is under a professional duty to keep ("CLIENT_NAME")'s Confidential Information confidential and will not disclose them to any third party without ("CLIENT_NAME")'s consent unless expressly stated in this clause 5.
- 5 The provisions of this clause 5 shall survive for a period of three (3) years from the Termination Date.

ANTI BRIBERY & CORRUPTION

- 1 The Supplier represents and warrants that neither it, nor any of its Representatives:
 - 1.1 has committed a Prohibited Act;
 - 1.2 to the best of its knowledge has been or is subject to an investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act; or
 - 1.3 has been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 2 The Supplier shall promptly notify ("CLIENT_NAME") if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in [clause 6.1](#) at the relevant time.
- 3 The Supplier shall (and shall procure that its Representatives shall) during the Term:
 - 3.1 not commit a Prohibited Act;
 - 3.2 not do or omit to do anything that would cause ("CLIENT_NAME") or any of ("CLIENT_NAME")'s Representatives to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements;
 - 3.3 comply with ("CLIENT_NAME")'s Anti-Bribery and Corruption Policy as updated from time to time and have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent occurrence of a Prohibited Act; and
 - 3.4 notify ("CLIENT_NAME") (in writing) if it becomes aware of any breach of [clause 6.3.1](#) or [clause 6.3.2](#), or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with performance of this agreement.
- 4 The Supplier shall maintain appropriate and up to date records showing all payments made by the Supplier in connection with this agreement and the steps taken to comply with its obligations under [clause 6.3](#).
- 5 The Supplier shall allow ("CLIENT_NAME") and its third party representatives to audit any of the Supplier's records and any other relevant documentation in accordance with [clause 6](#).
- 6 If the Supplier is in Default under this [clause 6](#) ("CLIENT_NAME") may by notice:
 - 6.1 require the Supplier to remove from performance of this agreement any Representative whose acts or omissions have caused the Default; or
 - 6.2 immediately terminate this agreement.
- 7 Any notice served by ("CLIENT_NAME") under [clause 6.6](#) shall specify the nature of the Prohibited Act, the identity of the person who ("CLIENT_NAME") believes has committed the Prohibited Act and the action that ("CLIENT_NAME") has elected to take (including, where relevant, the date on which this agreement shall terminate)