

SERVICES FRAMEWORK AGREEMENT

This Agreement (the “**Agreement**”) is made the [] day of [] 20[] (the “**Effective Date**”) between:

- (1) **ROHALLION LIMITED**, a company incorporated in Scotland (Registration Number SC543570) and with its registered office at c/o Gilson Gray LLP, 33 Westgate, North Berwick EH39 4AG (“the Supplier”);

and

- (2) **TBA LIMITED**, a company incorporated in Scotland (Registration Number. [xxxx]) and with its registered office at [xxxxxxx] (“the Customer”)

each a “**Party**” and together, the “**Parties**”.

WHEREAS

- A. The Supplier provides certain website related products and services;
- B. The Customer requires to procure services from the Supplier which are detailed in the Addenda to this Agreement (“the Services”);
- C. The Parties wish to set out the terms and conditions under which Supplier will provide and the Customer will procure the Services.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1. “**Agreement**” this agreement;
- 1.2. “**Customer Data**” means all data, images, information, materials and messages in whatever form and howsoever recorded, processed on or transmitted by the Customer to the Supplier pursuant to this Agreement and/or created by the Supplier from information or documents received by it from the Customer in the course of the performance of this Agreement.
- 1.3. “**Data Protection Laws**” means all applicable laws in relation to (a) data protection; (b) privacy; (c) interception and monitoring of communications; (d) restrictions on or requirements relating to the Processing of Personal Data of any kind, including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, and all other laws addressing identity theft or security breach; “Data Controller”, “Data Processor”, “Data Protection Commissioner”, “Data Subject” “Personal Data” and “Processing” shall each have the meaning set out in the UK Data Protection Acts.
- 1.4. “**Deliverable**” means any deliverable (in whatever form), including any software, products or materials in whatever form (including methodologies, know how, processes, reports supporting material relating to software and/or its operation, design, modification, support and maintenance) which may be created or developed by or on behalf of the Supplier in the course of and for the purpose of the fulfilment of the Customer requirements as set out in the Addenda, whether solely or jointly by the Supplier, its sub-contractors and/or the Supplier personnel but which does not include Third Party Software.
- 1.5. “**Effective Date**” the date at which the Agreement or any Addendum comes into force;

- 1.6. **“Force Majeure”** an event beyond the control of a party (or any person acting on its behalf), which by its nature could not have been foreseen by such party (or such person), or, if it could have been foreseen, was unavoidable, and includes acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity, pandemic or epidemic or one or more acts of terrorism or failure of energy sources.
- 1.7. **“Hosting Provider”** a specialist company to whom the Supplier contracts its dedicated web servers.
- 1.8. **“Intellectual Property Rights”** means any and all trade and service marks, trade names, trade secrets, patents, copyrights, design rights (whether registered or not and all applications for any of the foregoing), database rights, moral rights and rights in know-how, confidential information and inventions and other intellectual property rights of a similar or corresponding nature whenever and howsoever arising for the full term thereof and all renewals and extensions thereof which may now or in the future subsist in the Territory and all other countries in the world;
- 1.9. **“Licensed Software”** means software required for provision of the Services which is owned by the Suppliers or by a Third Party Provider and supplied to the Client for the purposes of the Agreement under license;
- 1.10. **“Pre-Existing Materials”** means all documents, information and materials provided by the Supplier (other than Third Party Software) relating to the Products or Services which existed prior to the commencement of this Agreement, including software computer programs, data, reports and specifications.
- 1.11. **“Product”** means any Supplier products identified in the Addenda;
- 1.12. **“Services”** means the Supplier services identified in the Addenda;
- 1.13. **“Special Terms and Conditions”** any terms and conditions in a Purchase Order which add to, disapply or vary any of the terms and conditions in this Agreement and which are identified as Special Terms and Conditions in the Addenda.
- 1.14. **“Addendum”** and **“Addenda”** means the documents agreed upon by the Parties that define the Services and Deliverables to be provided by the Supplier and related obligations of the Parties for the initial or subsequent Services that the Customer requires the Supplier to provide, the form of which is set out in the Schedule.
- 1.15. **“Term”** the period of time between the Effective Date and the date of termination of the Agreement in accordance with clause 7.1;
- 1.16. **“Termination Date”** the date on which this Agreement is terminated in accordance with clause 7.
- 1.17. **“Third Party Provider”** means any third party and/or original supplier of Equipment, software, or support services.
- 1.18. **“Third Party Software”** means the software manufactured/created by a third party and supplied to the Customer by the Supplier for use in connection with the Deliverables and/or the Services.

2. THIS AGREEMENT

2.1. This Agreement applies to all goods and/or services which may be procured by the Customer from the Supplier. Initial Customer requirements will be specified in an Addendum to this Agreement. Any subsequent requirements will be detailed in further Addenda. Each Addendum will be numbered sequentially. Changes to existing specified requirements will be detailed in up-issued versions of the baseline Addenda, identified by a suffix.

2.2. Notwithstanding signature of this Agreement, a binding contract for the sale and purchase of any Goods and/or Services shall only be formed once an Addendum has been signed by the Supplier and the Customer.

2.3. This Agreement shall operate to the exclusion of all previous versions of the Supplier's or the Customer's standard terms and conditions (including any amendments to such terms and conditions) or any and all terms appearing on any quotation, acceptance form, delivery form, invoice or other document or letter issued by the Supplier or the Customer.

2.6. Each Addendum unless otherwise agreed by the Parties shall constitute a separate contract under this Agreement incorporating the terms of this Agreement. Any defined terms used in each Addendum shall have the same meaning as set out in this Agreement.

2.7. In the event of any inconsistency or conflict between this Agreement and any Addendum, the Agreement shall take precedence to the extent of the conflict unless the relevant Addendum specifically states that it is intended to amend the Agreement in which case such amendments only shall have precedence with respect to that Addendum.

3. TERM

3.1 This Agreement shall continue in force until the expiry or termination of all Addenda.

3.2 Unless earlier terminate in accordance with this Agreement, each Addendum shall continue until:

3.2.1 such date, or the expiry of such period, as is specified in the Addendum; or, in the absence thereof

3.2.2 the service by either party of at least ninety (90) days' written notice to the other party such notice to expire no earlier than the first anniversary of that Addendum's Commencement Date.

4. CUSTOMER OBLIGATIONS

4.3 The Customer shall co-operate fully in a co-ordinated and timely manner with:

4.3.1 the Supplier; and

4.3.2 the Supplier's sub-contractors and any relevant third parties, including other Customers of technologies, products or services that may need to interface or be used in conjunction with the Customer's Goods or Services.

5. SUPPLIER OBLIGATIONS

5.1 The Supplier shall exercise all reasonable skill, care and diligence in the performance of the Services, in accordance with the standards of a qualified and competent Supplier experienced in carrying out work of a similar scope and complexity to the Services.

5.2 The Supplier shall use reasonable endeavours to provide the Services in accordance in all material respects with the Customer's requirements as specified in the Addenda to this Agreement). Any time or times for the provision of the Services shall be an estimate only and except as regards Clause 6 below, time shall not be of the essence of the Agreement.

5.3 The Services will be provided from a location or locations of the Supplier's choosing. If the Customer requires Services to be provided from a specific location, reasonable travel expenses will be payable by the Customer.

6. CHARGES AND EXPENSES

6.1 The Customer shall pay the Supplier the Charges as detailed in the Addendum. The Customer shall submit to the Supplier an invoice at such times as specified in the Addendum and providing details of the Products/Services provided and the Charges payable (plus VAT, if applicable).

6.2 The Supplier shall pay each undisputed invoice submitted by the Customer in accordance with Clause 0 within 30 days of receipt by the Supplier of the invoice, or such other period as may be specified in an Addendum.

6.3 If the Customer fails to pay any amount payable by it under this Agreement, the Supplier may:-

6.3.1 charge the Customer interest on the overdue amount from the due date up to the date of actual payment at the rate of 5% per annum above the base rate for the time being of Royal Bank of Scotland plc, such interest accruing on a daily basis and compounding quarterly; and/or

6.3.2 suspend provision of Services; and/or

6.3.3 appropriate any payment made by the Customer (including goods/services supplied under any other contract or agreement with the Customer) as the Supplier may in its discretion see fit; and/or

6.3.4 terminate any/all contracts and/or agreements between the Supplier and the Customer.

6.4 If the Customer receives an invoice from the Supplier which it disputes in good faith, then the Customer shall notify the Supplier in writing of such dispute as soon as reasonably practicable and in any event within 15 Working Days of receipt of that invoice. The Customer may withhold payment of such sums that are in dispute pending resolution of such dispute but shall pay any undisputed sums forthwith. Should it be determined that the disputed sums (or part thereof) are properly payable, the Customer shall within ten Business Days of receipt of that determination in writing, pay such sums to the Supplier. Interest on any properly payable amount shall accrue and be payable in accordance with Clause 0.1 as from the due date of the original invoice.

6.5 The Customer shall pay expenses incurred by the Supplier subject to prior written authorisation. Expenses are payable at cost.

7. TERMINATION

7.1 Subject to clause 3.1, the Supplier, at the Supplier's sole option and in its absolute discretion, by giving written notice to the Customer, may terminate for convenience the Agreement as of the date specified in the notice of termination. The Supplier shall give the Customer at least three months' notice of its termination for convenience of the Agreement, such notice (in respect of termination of the Agreement only) to expire on or after the end of the Initial Term.

7.2 The rights of the Supplier to terminate an Addendum for convenience shall be as set out in the applicable Addendum.

7.3 Without prejudice to any other rights or remedies that a Party may have under or in connection with this Agreement or any Addendum, either Party may terminate a Addendum or this Agreement upon written notice to the other Party if the other Party commits a material or persistent breach of that Addendum or of the Agreement that:

7.3.1 is capable of being remedied and, following written notice to remedy the breach, that Party does not remedy the breach within 30 days (or any longer period agreed by the Parties in writing); or

7.3.2 is not capable of being remedied.

7.4 Either Party may terminate an Addendum or the Agreement upon written notice to the other Party, if the other Party is unable to pay its debts or becomes insolvent or an order is made or a resolution

passed for the administration, winding-up or dissolution of the other Party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer is appointed over all or any substantial part of the assets of the other Party or the other Party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction.

8. CONSEQUENCES OF TERMINATION

8.1 On termination of this agreement howsoever occurring each Party shall promptly:

8.1.1 return to the other Party all Products, materials and property belonging to the other Party that the other Party had supplied to it in connection with the supply of the Services under this Agreement;

8.1.2 return to the other Party all documents and materials (and any copies) containing the other Party's Confidential Information;

8.1.3 erase all the other Party's Confidential Information from its computer systems (to the extent possible); and

8.1.4 on request, certify in writing to the other Party that it has complied with the requirements of this Clause 18.

8.2 On termination of any Addendum by the Customer for convenience (if permitted in the applicable Addendum):

8.2.1 the Customer shall pay the Supplier for all work carried out by the Supplier and all costs reasonably and properly incurred by the Supplier to the date of termination; and

8.2.2 the Supplier shall immediately discontinue the provision of the Services pursuant to the relevant Addendum.

8.3 On termination of the Agreement for any reason the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.

9. CONFIDENTIALITY

9.1 For the purposes of this Agreement, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is clearly identified in writing or verbally at the time of disclosure as confidential. Notwithstanding the foregoing, Confidential Information shall include the terms of this Agreement and the Supplier technology and technical information, product designs, issues, price lists and the Supplier support cases.

9.2 Each Party hereby agrees that it will use the Confidential Information for the purposes of this Agreement and that it shall not disclose, whether directly or indirectly, to any third party such information other than as required to carry out the purpose of this Agreement. The foregoing obligation as to confidentiality shall not apply to information which has entered the public domain other than by breach of this provision by one of the Parties.

9.3 In the event that disclosure is imperative, the Party requiring to disclose any Confidential Information will give the other Party prompt notice of the impending disclosure and shall, prior to any such disclosure, obtain from such third parties duly binding agreements to maintain in confidence the information to be disclosed to the same extent at least as the disclosing Party is bound hereunder. Both Parties further agree that this provision shall remain in force following expiry or termination of this Agreement.

9.4 All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by the Customer from the Supplier shall be returned promptly to the Supplier on termination of this Agreement, and no copies shall be kept.

9.5 The Customer agrees to its inclusion in the Supplier's portfolio by way of a case study and Customer testimonial for use on the client's website and marketing literature, subject to prior approval of the contents and to a small Supplier credit to be incorporated to be incorporated in any website, product or material produced by the Supplier as part of the Services.

9.6 This clause shall survive termination of this Agreement.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 The Supplier grants to the Customer a perpetual, irrevocable, royalty-free, non-transferable, worldwide licence to install and use in connection with the business operations of the Customer, the Deliverables.

10.2 All Intellectual Property Rights in the Customer Data shall, at all times, be and remain the exclusive property of the Customer or its third party licensors. The Customer grants the Supplier, for the term of this Agreement, a limited, non-exclusive, non-transferable, royalty-free licence to use the Customer Data only for the purpose of carrying out its obligations under this Agreement. The Supplier acknowledges that any rights granted by the Customer to use the Customer Data will terminate immediately on the termination of this Agreement for any reason. The Supplier shall hold the Customer Data, Customer Property in safe custody at its own risk and maintain and keep them in good condition until returned to the Customer and shall not dispose of any of them other than in accordance with the Customer's written instructions.

10.3 All Intellectual Property Rights in the Pre-Existing Materials shall, at all times, be and remain the exclusive property of the Supplier. The Supplier grants to the Customer a non-exclusive, worldwide, royalty free, perpetual, sub-licensable and transferable, irrevocable licence for the Customer to use the Pre-Existing Materials in connection the Deliverables to use, operate, copy, maintain, modify, enhance and create derivative works from any of the Pre-Existing Materials which are incorporated or embedded into any Deliverables or provided as part of any Services for the purposes envisaged by this Agreement, to the extent necessary to enable the Customer to use, enjoy and commercially exploit the Deliverables and/or Services.

10.4 All third party-owned materials are the exclusive property of their respective owners. The Supplier shall inform the Customer of all third party materials which may be required in connection with the Services and the Customer shall at its expense obtain any licences in respect of copyright or other intellectual property rights and any other releases or permissions which are required for all such third party-owned materials.

11. LICENSED SOFTWARE

If and to the extent that the Customer requires the use of Licensed Software in order to use the Services, the Customer will be provided with a non-exclusive non-transferable licence for the Term to use such Licensed Software solely for its internal purposes and solely to the extent required to use the Services. To the extent such Licensed Software is sourced from a Third Party Provider, such licence shall be subject to the terms of the applicable software licence embedded in the relevant software.

12. WARRANTIES

Each Party warrants and represents to the other that it has full right, power and authority to enter into this Agreement and carry out its obligations under this Agreement.

13. NATURE OF THE AGREEMENT

13.1 Subject as provided in clause 13.3, this Agreement is personal to the Customer, which may not without the written consent of the Supplier, assign, mortgage, charge (otherwise than by floating charge) or dispose of any of its rights or sub-contract or otherwise delegate any of its obligations under this Agreement.

13.2 Nothing in this Agreement shall create, or be deemed to create, a legal partnership or the relationship of employer and employee between the Parties.

13.3 This Agreement contains the entire agreement between the Parties with respect to the subject matter, supersedes all previous agreements and understandings between the Parties with respect thereto, and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

13.4 Each Party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

13.5 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions and the remainder of the affected provision.

14. CHANGES AND DELAYS

14.1 Should the Customer decide that changes are required after the Effective Date of an Addendum, then the Supplier shall wherever reasonably possible (at the Supplier's discretion) accept these changes subject to agreement by the Customer to any changes to the charges, date(s) of performance or other aspects of the Agreement which may arise from such changes.

14.2 Any work requested which is out of scope of that specified in an Addendum will be treated as a change pursuant to clause 14.1 above.

14.3 If delivery of the Services is impeded or delayed by the Customer, his contractors or third parties so as to change the scope or duration of the Services, the Supplier shall advise the Customer of the effects including any increase in the Charges and the Agreement shall be modified to reflect such changes.

15. FORCE MAJEURE

15.1 If either Party is affected by Force Majeure it shall forthwith notify the other Party of the nature and extent thereof.

15.2 Neither Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations under this Agreement to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other Party; and the time for performance of that obligation shall be extended accordingly.

15.3 If the Force Majeure in question prevails for a continuous period in excess of six months, the Parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

16. DATA PROTECTION

16.1 Both Parties shall observe all their obligations under the Data Protection Laws which arise out of or in connection with this Agreement. This clause 16 is in addition to, and does not relieve, remove or replace a Party's obligations under the Data Protection Laws.

16.2 The Parties acknowledge that at different times, each of them may be either the Data Controller or the Data Processor in terms of this Agreement.

16.3 The Data Controller warrants to the Data Processor that all Personal Data provided to the Data Processor is relevant and limited to what is necessary for Processing for the purposes of the Agreement (the "**Purpose**") and that Data Controller has a legitimate basis for processing of the Personal Data provided to the Data Processor.

16.4 The Data Processor shall only process such Personal Data in accordance with the instructions and authorisations of the Data Controller and solely as strictly necessary for the performance of its obligations under this Agreement. The Data Processor shall notify the Data Controller without undue delay if it considers any instruction from the Data Controller to be in breach of the Data Protection Laws.

16.5 The Data Processor shall take appropriate technical and organisational security measures in respect of such Personal Data (including against the unauthorised or unlawful processing, access or disclosure of the Personal Data and against accidental loss or destruction of, or damage to the Personal Data).

16.6 The Data Processor shall ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential.

16.7 The Data Processor will assist the Data Controller in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.

16.8 Without prejudice to any other right or remedy the Data Controller may have, the Data Processor shall immediately inform the Data Controller (and in any event within 24 hours of becoming aware of the event) in writing upon becoming aware of any unauthorised or unlawful processing of such Personal Data and/or accidental loss or destruction of, or damage to such Personal Data (a "**Data Breach**") or suspected Data Breach. In the event of a Data Breach arising from the Data Processor's failure to comply with the provisions of this clause 16, the Data Processor shall upon request:

16.8.1 provide such information relating to the event as the Data Controller may reasonably require; and

16.8.2 use best endeavours to take such corrective and other reasonable action as the Data Controller may require in relation to the event.

16.9 The Data Processor agrees it will not transfer the whole or any part of such Personal Data outside the European Economic Area without the Data Controller's written approval.

16.10 The Data Processor shall promptly notify the Data Controller if:

16.10.1 it receives an access, modification or erasure request from a Data Subject in relation to such Personal Data; or

16.10.2 it receives any communication or notification from the Data Protection Commissioner or from any third party in relation to such Personal Data.

16.11 The Data Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 16.

16.12 The Data Controller shall be entitled to inspect and scrutinise the Data Processor's processing premises, facilities, procedures and documentation in order to ascertain its compliance with this clause 16.

16.13 The Data Processor warrants and represents that it shall not subcontract or outsource any aspects its performance under the Agreement as they relate to data protection and/or Personal Data without:

16.13.1 the prior written consent of The Data Controller; and

16.13.2 ensuring that the subcontractor or outsource Customer enters into a legally binding agreement with the Data Processor requiring that the subcontractor abide by terms for the protection of Personal Data not less protective than those in this Agreement. The Data Processor shall provide the Data Controller with a copy or summary of such terms upon request and the Data Processor shall be fully liable for the acts and omissions of any subcontractor to the same extent as if the acts or omissions were performed by the Data Processor.

16.14 The Data Controller shall be entitled to terminate this Agreement forthwith by notice in writing to us if the Data Processor is in material or persistent breach of this clause 16.

16.15 On termination of this Agreement, the Data Processor shall forthwith deliver to the Data Controller or destroy, at the Data Controller's sole option, all Personal Data in its possession or under its control.

16.16 Each party agrees that it shall indemnify the other party against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the other party arising out of or in connection with any breach of clause 16.

16. LIABILITY

17.1 In no event will either Party be liable to anyone for lost profits or revenue or for incidental, consequential, punitive, cover, special or exemplary damages, or indirect damages of any type or kind however caused, whether from breach of warranty, breach of contract, negligence, or any other legal cause of action and whether or not the Party has been advised of the possibility of such damages to the maximum extent permitted by law.

17.2 In the event that any exclusion, limitation or provision contained in this Agreement shall be held to be invalid for any reason and the Supplier becomes liable for loss or damage that may lawfully be limited, such liability under any provision of this Agreement shall be limited to the Remuneration paid by the Customer under this Agreement for the calendar year in which the Supplier becomes liable. The Supplier' liability to the Customer is cumulative with all the Supplier' expenditures being aggregated to determine satisfaction of the limit.

17.3 The Supplier does not exclude liability for death or personal injury to the extent only that the same arises as a result of the negligence of the Supplier, its employees, agents or authorised representatives.

18. CORRUPT PRACTICES

18.1 The Supplier represents and warrants that the Supplier shall not, and shall procure that none of its affiliates or any of its or their directors, officers, employees, consultants or agents, or any other person associated with or acting on behalf of the Customer directly or indirectly (i) violate any provisions of the Bribery Act 2010 or (ii) make, or offer to make, promise to make or authorize the

payment of or giving of, directly or indirectly, any bribe, rebate, payoff, influence payment, facilitation payment, kickback or other unlawful payment or gift of money, or anything of value prohibited under any applicable law or regulation (any such payment, a “**Prohibited Payment**”).

18.2 The Supplier further agrees not to make or authorize the making of any gift or payment to any third person, if the Supplier knows or has reason to suspect that all or any portions of such gift or payment will be used for any Prohibited Payment.

19. MISCELLANEOUS

19.1 Any notice required to be given pursuant to this Agreement shall be in writing and shall be given by delivering the notice by hand at the address stated below ‘Parties’ at the top of this Agreement, or by sending the same by courier or registered mail to the address or the relevant Party set out above. All notices shall be deemed given and received three days after the notice has been deposited with an international courier for delivery to the other Party at the above mentioned address, or to another bona fide address as the Party to receive the notice so designated by written notice to the other.

19.2 If any provision of this Agreement turns out to be invalid, or void or will be nullified, then the remainder of this Agreement shall remain valid and effective. The Parties agree to replace any provision that is invalid, void or annulled by a valid and effective provision that, to the maximum extent possible shall have the same legal and economic effect as such provision without being invalid or void and that cannot be nullified.

19.3 No amendment, addition or modification to this Agreement shall be valid unless made in writing and signed by both The Supplier and Customer.

19.4 Neither Party is entitled to assign or transfer all or part of its rights and obligations under this Agreement to any third party without the prior written consent of the other Party.

20. DISPUTE RESOLUTION

Each party agrees that before it files a claim or suit with a court, tribunal, agency, or other public forum, it will provide thirty days prior written notice to the other and that, within such thirty-day period (or longer, if extended by mutual desire of the parties), authorised representatives of the parties will meet (or confer by telephone) at least once in a good faith attempt to resolve the perceived dispute.

21. GOVERNING LAW AND JURISDICTION

21.1 This Agreement has been construed in accordance with and shall be governed by Scottish Law.

21.2 Subject to clause 21.3, should any dispute arise in connection with this Agreement, the parties shall attempt to settle same by negotiation however should the dispute not be resolved within 30 days of the first intimation of the dispute then parties shall attempt to settle it by Mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

21.3 Clause 21.2 shall not prejudice the rights of either Party to seek injunctive relief before the courts, for which purpose the Scottish Courts shall have non-exclusive jurisdiction.

IN WITNESS WHEREOF these presents are executed as follows:

SIGNED for and on behalf of **ROHALLION LIMITED**

By

Signature

Title

SIGNED for and on behalf of **[CUSTOMER]**

By

Signature

Title

Schedule – Addendum Template

Addendum No. 1

For the supply of Services to:

[Customer: [●]] a company incorporated in [●] (company no [●]) and whose registered office is at [●]]

in accordance with the Framework Agreement for Provision of Services between Rohallion Limited and [Customer][●] dated [●] (the “**Agreement**”).

This Addendum shall be subject to all the terms and conditions of the Agreement subject to any exceptions specifically identified as such in the Special Terms section of the Addendum. Any such exceptions shall only apply to this Addendum.

ITEM	DETAILS
Commencement Date	
Term/Timescales	
Location	
Project Manager (i) Rohallion	
Project Manager (ii) Customer	
Services Description (e.g. full description of the work to be undertaken including eg duration of services, location where the Services are to be provided and necessary resources)	
Specification (e.g. details of all items, including manuals, information, documentation, reports and other materials, that are to be supplied in connection with the Services)	
Deliverables	
Charges	
Payment Terms	
Expenses	
Reports/Reviews	

ITEM	DETAILS
Details of Customer provided resources	
Key Customer dependencies	
Termination for Convenience	
Any Additional Details, Special Terms of Agreement (e.g. any special terms and conditions which are to apply to this particular Addendum)	

Signed for and on behalf of

Rohallion Limited

Signed: _____

Name:

Title:

Date:

Signed for and on behalf of

[Customer]

Signed: _____

Name:

Title:

Date: