

MASTER SERVICES AGREEMENT

This Master Services Agreement effective on [REDACTED] ('Effective Date') is entered into between (1) [INSERT REPLY GROUP's trading division or LEGAL ENTITY], incorporated in England and Wales (number [REDACTED]) with its registered office at 38 Grosvenor Gardens SW1W OEB ('Supplier'); and (2) [REDACTED] Limited, incorporated in [REDACTED] (number [REDACTED]) with its registered office at [REDACTED] ('Client'), each being referred to as a 'Party' and together, the 'Parties'.

INTRODUCTION: Client wishes to obtain certain Services and, where applicable, Deliverables, from Supplier and the Supplier agrees to supply Client with such Services and, where applicable, Deliverables, by means of the Parties entering into one or more Project Schedules.

The Parties agree that the provision of such Services and Deliverables will be made under the terms of and subject to the conditions set out in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **Interpretation:** Unless the context otherwise requires, in these Agreement, the capitalised terms below have the following meanings:
 - 'Agreement' means the present master services agreement, consisting of general terms and conditions for services ('General Terms') together with any Specific Terms and any additional terms contained in any applicable Project Schedule(s);
 - 'Additional Services' means any Services requested by Client that are not expressly included in a Project Schedule;
 - 'Contingencies' means any Supplier assumptions or contingencies in relation to performance of the Services, and/or Deliverables and/or Project, as referred to in an applicable Project Schedule;
 - 'Background Intellectual Property' means any Intellectual Property which was pre-existing or otherwise developed by or on behalf of Supplier independently of a Project including any internal methodologies, processes, practices, tools, software, systems and Supplier know-how;
 - 'Budgeted Working Day' means the number of budgeted Working Days for the Project, as specified in the relevant Project Schedule;
 - 'Business Day' is a day, other than a Saturday, Sunday or public holiday, when the banks are ordinarily open for business in London;
 - 'Charges' are Supplier's fees or charges which are payable by Client as described in clause 6;
 - 'Client Group Company' means any Group Company of Client, and 'Client Group Companies' shall have a corresponding meaning;
 - 'Client Manager' is Client's manager as appointed under clause 4.4;
 - 'Client Personal Data' means any Personal Data Processed by Supplier, any Supplier Group Company and any authorised Sub-Processor (defined below) of Supplier or any Supplier Group Company, on behalf of Client pursuant to or in connection with this Agreement;
 - 'Data Protection Laws' means all applicable laws, codes, guidelines and regulations relating to privacy, the processing of personal data and electronic communications including without limitation General Data Protection Regulation (2016/679) ("GDPR"), including as it forms part of the laws of the United Kingdom (UK GDPR) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended from time to time and any laws which implement, replace, extend, re-enact, consolidate or amend any of the foregoing; any equivalent laws in any applicable jurisdiction.
 - 'Deliverables' are work products or materials that Supplier (and/or any Supplier Group Company) expressly agrees to provide to Client under a Project Schedule;
 - 'Effective Date' is the date set out at the start of this Agreement
 - 'Expenses' any costs occurred to the Supplier during the performance of the Services and/or the provision of the Deliverables other than at its own premises, inclusive but not limited to costs of travel, subsistence and accommodation.
 - 'Foreground Intellectual Property' means Intellectual Property in the Deliverables, but excluding Background Intellectual Property in any Deliverables;
 - 'Good Industry Practice' means the degree of skill and care that would be reasonably expected of a contractor who is performing the same services as Supplier in similar circumstances;
 - 'Group Company' means in relation to a Party, any holding company of that party or any subsidiary of such holding company, from time to time;
 - 'Intellectual Property' means all patents, rights to inventions, copyright and related rights, trademarks, business and domain names, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
 - 'Project' is the project as described in a Project Schedule;
 - 'Project Schedule' is a project schedule executed by each of the Parties using the form set out Annex 1, including any additional or specific terms in so far as applicable;
 - 'Reply Limited' is the holding company of Supplier Group, incorporated in England and Wales (number 03847202) with its

registered office at 38 Grosvenor Gardens SW1W OEB.

'Services' are the services to be provided by Supplier (and/or any Supplier Group Company) set out in a Project Schedule, together with any Additional Services that Supplier expressly agrees to provide under this Agreement;

'Specific Terms' are any additional or specific terms as may be set out by the Parties in an agreed Project Schedule in the form under Annex 1;

'Standard Contractual Clauses' or **'SCCs'** means the Standard Contractual Clauses (processors) set out in Decision 2010/87/EC ("Processor SCCs") including its appendices as amended or replaced from time to time by a competent authority;

'Supplier Group Company' means any Group Company of Supplier, and **'Supplier Group Companies'** shall have a corresponding meaning;

'Supplier Manager' is Supplier's manager as appointed under clause 3.1;

'VAT' is value added tax chargeable under applicable law for the time being or any similar tax; and

'Working Day' means a period of 8 hours worked between 9.00am and 6.00pm on a Business Day.

Unless the context otherwise requires: (a) the Introduction forms part of this Agreement; (b) any reference to a clause schedule, Annex or annex is to a clause or schedule (as the case may be) of this Agreement (the terms of which are incorporated hereto); (c) use of the singular includes the plural and vice versa; (d) use of any gender includes the other genders; (e) any reference to a **'person'** includes a natural person, firm, partnership, corporation, association, organisation, institution, foundation, trust or agency (in each case whether or not having separate legal personality); (f) any reference to a statute, statutory provision or subordinate legislation (**'legislation'**) shall be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation; and (g) any phrase introduced by the terms **'including'**, **'include'**, **'in particular'** or any similar expression are illustrative and do not limit the sense of the words preceding those terms.

2. Commencement and Status

- 2.1 This Agreement commences on the Effective Date and shall terminate in accordance with clause 12 (Termination).
- 2.2 Client may request the provision of certain Services and/or Deliverables by means of entering into a Project Schedule with Supplier, which will be subject to and incorporate this Agreement, together with any Specific Terms in so far as applicable. Each executed Project Schedule shall constitute a separate binding agreement between Supplier and Client for the provision of Services and/or any applicable Deliverables.
- 2.3 In the event of inconsistency or ambiguity between any parts of this Agreement, the following order of precedence shall govern: (a) the relevant Project Schedule, duly executed; (b) the Specific Terms under the Project Schedule; (c) this Agreement; and (d) any Annexes or other document which is incorporated by reference into this Agreement.
- 2.4 Client authorises Supplier to provide the Services or, where applicable, Deliverables, through another Supplier Group Company. Either in the event that the Supplier is a trading division of Reply Limited or in the event that the Supplier is a legal entity of Supplier Group, to the extent described in an executed Project Schedule whereby another Supplier Group Company has entered into the Project Schedule or is specified as providing some or all of the Services and/or Deliverables pursuant to such Project Schedule, the Services and/or Deliverables are being provided by such trading division of Reply Limited or legal entity of Supplier Group only and not by Reply Limited or any other trading division of Reply Limited. In the event a Supplier Group Company has entered into the Project Schedule with the Client or is specified as providing some or all of the Services and or Deliverables pursuant to such Project Schedule, the terms and conditions of the present Agreement are extended to the respective Supplier Group Company. Client shall only commence proceedings related to this Agreement against Supplier, or the relevant Supplier Group Company, where such entity is listed in a Project Schedule and/or responsible for providing the relevant Services and/or Deliverables. For the avoidance of doubt, Client will not bring any claims under or in relation to this Agreement against Supplier where Supplier is not the Supplier Group Company listed in a Project Schedule and/or responsible for providing the relevant Services and/or Deliverables. Where a Client's Group Company wishes to obtain the benefit of the Services, unless Supplier otherwise agrees, this may only be done through such Group Company entering into a separate Project Schedule; however, the Client remains jointly liable toward the Supplier for its Group Company fulfilment.
- 2.5 Services are provided by Supplier on a non-exclusive basis and, subject to the obligations in clause 8 (Confidentiality & Publicity), nothing in this Agreement restricts Supplier from providing the same or similar services to other clients or customers.
- 2.6 Each party warrants that it has full legal right, power and authority to enter into this Agreement and perform the obligations expressed hereunder. Client warrants that it (and its Group Companies) will only use the Services and, where applicable any Deliverables, provided hereunder for lawful purposes and in accordance with the terms of this Agreement.

3. Supplier's obligations

- 3.1 In accordance with this Agreement and in consideration of the Charges, Supplier will perform the Services and provide the Deliverables (if applicable), as set out in the Project Schedule using Good Industry Practice.
- 3.2 Supplier shall appoint a Supplier Manager for that Project who shall have authority to contractually bind Supplier on

matters relating to the Project.

- 3.3 Where a Service or Deliverable is not provided in accordance with this Agreement, Client must notify Supplier of such non-conformance in writing without delay and take all the necessary action with respect to such non-conformance in accordance with the relevant Project Schedule and/or the present Agreement.

4. Client's obligations

- 4.1 In matters relating to a Project, Client shall co-operate with Supplier, providing it with complete and accurate information, documentation, as well as taking necessary decisions for which it is responsible without unreasonable delay, and carrying out the activities required of Client, including as may be set out in the relevant Project Schedule.
- 4.2 Client will provide such office accommodation, communications, power, lighting, equipment and access to personnel or facilities as set out in a Project Schedule, or in so far as reasonably necessary to enable Supplier to perform its obligations under this Agreement.
- 4.3 Where Supplier's employees or contractors are required to comply with any of Client's internal policies or procedures when working on its premises, Client is responsible for ensuring that these are notified and applied to such employees or contractors in the same way as Client deals with its own employees or contractors and the application of such policies or procedures do not unreasonably hinder a Project's implementation or Supplier's performance of its obligations hereunder.
- 4.4 Client shall appoint a Client Manager for each Project who shall have the authority to contractually bind the Client on all matters relating to that Project.
- 4.5 Where Supplier's performance under this Agreement (including any Project) is prevented or delayed due to Client's failure or delay in complying with its obligations hereunder or any stated Contingencies not being met, Supplier will not be liable for any resulting failure to perform or delays to a Project or any associated claims, costs, charges, liabilities or losses that may arise as a result.
- 4.6 Client will comply with, and shall ensure that its personnel comply with, the terms of use associated with any third party products or tools provided to Client for use in connection with the Deliverables and/or the Services, as may be notified by Supplier to Client.

5. Review meetings, Project Schedules and change control procedure

- 5.1 Supplier Manager and Client Manager will arrange regular meetings (at such intervals as agreed in writing) to review any issues arising in relation to a Project.
- 5.2 If Client wishes to change the nature or scope of a Project or requires Additional Services or each Party requires a change to the General Terms and/or Specific Terms ('Change'), the relevant requesting Party shall submit details of the requested Change to the other Party in writing.
- 5.3 Supplier shall within 10 Business Days (or such longer period as is agreed) of receipt of the Change request from the Client, provide a written estimate to Client of (as reasonably determined by Supplier): (a) the likely time required to implement the requested Change; (b) potential costs or adjustments to Charges arising from the Change; (c) the likely effect of the requested Change on the Project; and (d) any other material impact (where known) of the requested Change.
- 5.4 If Client then wishes to proceed with such Change it will notify Supplier in writing within 10 Business Days (or such longer period as is agreed) and the necessary variations to the relevant Project Schedule and any other terms of this Agreement will be made by the Parties to take account of the agreed Change, in accordance with Supplier's previous estimate.
- 5.5 If Client does not notify Supplier within 10 Business Days (or such longer period as is agreed) of its wish to proceed with the Change, then the Project will continue on the same General Terms and Specific Terms as before.
- 5.6 Any Change may only be agreed by the Parties following the procedure as set out in this clause 5.

6. Charges and payment

- 6.1 The rates, fees and/or charges payable in respect of the Services and/or Deliverables, as well as any Expenses, are as set out in the Project Schedule ('Charges'). Unless stated otherwise, all Charges are exclusive of any VAT (and other applicable taxes, tariffs or duties) and any additional expenditure incurred by Supplier (including administrative or regulatory costs, packaging, delivery, shipping or transport costs) which will be added at the appropriate rate(s).
- 6.2 In the event of an increase in the inflation rate, as from the second year of the contract term, the Charges shall be subject to an annual increase up to RPI + 3% of the original starting contract price.
- 6.3 Unless expressly agreed by Supplier in a Project Schedule, all Charges are payable on a time and materials ('T&M') basis for each Working Day in which Services and/or Deliverables are provided. Where any full Working Day as anticipated in a Project Schedule is not actually worked, then unless such failure to work the full Working Day is due to Supplier's default under this Agreement or was previously agreed by the Parties, Client will be liable to pay Supplier the applicable T&M Charges as if such full Working Day had been worked (together with any applicable Expenses).
- 6.4 Supplier, acting in good faith, shall consider in a timely manner all reasonable requests from Client to retain relevant available resources during any period of inactivity or delay in the provision of the Services and/or Deliverables although, where such inactivity or delay is attributable to Client, Supplier (as applicable) shall be entitled to charge a retainer fee (at applicable professional rates) for each Working Day in respect of any such resource retained.
- 6.5 Supplier shall invoice Client in arrears for its Charges on the last Business Day of each month (together with any VAT and

- other items specified in clause 6.1) calculated in accordance with this clause 6. Such invoice will be payable by Client within 30 days from receipt, or as specified in the Project Schedule, if different.
- 6.6 Client may, in good faith, dispute or query any invoice so long as this is notified to Supplier in writing within 10 Business Days of receipt, identifying the particular Charges at issue. Such notification will not affect any undisputed Charges which must still be paid as set out in this clause 6.
- 6.7 Where Services and/or Deliverables are stated in the Project Schedule to be provided:
- (a) for a number of Budgeted Working Days, these are provided on a non-binding T&M basis only based on the information available at the time of entering into a Project Schedule. If further Services and/or Additional Services are required by Client beyond these Budgeted Working Days, these will be subject to the Change procedure in clause 5; or
 - (b) on a fixed price basis, the total price for the Services and/or Deliverables (as applicable) shall be as set out in the relevant Project Schedule, subject to any Contingencies and other provisions of this Agreement.
- 6.8 Where Supplier is required to perform Services and/or provide Deliverables other than at its own premises, it will be entitled to be reimbursed the reasonable Expenses except as otherwise agreed in a Project Schedule.
- 6.9 Other than as set out in this Agreement, all Charges and applicable Expenses will be payable in full without any right of set off or deduction by Client.
- 6.10 Where the payment of any invoice (except in so far as subject to clause 6.6) is not made within 30 days, without prejudice to its other rights or remedies, Supplier may suspend provision of all or any of the Services until such times as the payment at issue is received or charge interest (both before and after judgement) on the outstanding undisputed amount at the rate of four per cent (4%) per annum above the Barclays Bank base rate for the time being in force from the date that payment was due until the outstanding amount is paid. Supplier may terminate this Agreement if such payment is not made and remains outstanding 60 days from receipt of the invoice, provided that Supplier has notified Client of termination no later than 30 days prior to such termination.

7. Intellectual Property Rights

- 7.1 The Supplier represents, warrants and undertakes that it has, and shall maintain throughout the whole duration of this Agreement, all necessary rights, licences, consents, permits, approvals and authorisations required to provide the Services and perform its obligations under this Agreement. The Supplier further undertakes that the provision of the Services will not infringe the rights of any third party.
- 7.2 Unless otherwise expressly agreed in a Project Schedule or elsewhere in this Agreement:
- (a) all right, title and interest in the Background Intellectual Property shall remain vested in Supplier, the relevant Supplier Group Company or its (or their) licensors;
 - (b) nothing in this Agreement will result in Client having any right, title, license to or interest in any Background Intellectual Property in respect of which all rights are hereby expressly reserved to Supplier, the relevant Supplier Group Company or its (or their) licensors; all right, title and interest in Client's data, including Client Personal Data, shall remain vested in Client; and
 - (a) all right, title and interests in relation to the Foreground Intellectual Property in Deliverables are hereby assigned to the Client with effect from the payment of the applicable Charges in respect of the same. The Supplier will execute such documents and perform such actions as are necessary to give effect to such assignment.
- 7.2 Where Supplier or any of its (or their) contractors is required to access or use any Client facilities, software, equipment, data, documentation or other material in performing its obligations under this Agreement, Client will procure (at its own cost) all permissions, consents, licenses or authorisations as are necessary in such regard.
- 7.3 To the extent required by Client to use the Deliverables or gain the benefit of the Services, Supplier grants to Client a perpetual, non-exclusive, assignable, royalty free and global licence to use, copy, modify and adapt for its own internal business purposes only, any Background Intellectual Property within the Deliverables or provided in conjunction with the Deliverables.

8. Confidentiality

- 8.1 In this clause 8, 'Confidential Information' means the contents of this Agreement and all information – either marked or not marked as confidential – , disclosed or made available by either Party ('Disclosing Party') to the other ('Recipient'), which relates to Disclosing Party's (or any of its Group Companies'): (a) business, finances, administration, contracts, opportunities, personnel, products, operations, plans, forecasts, strategies, policies, suppliers, customers and other commercial affairs where such information is of a confidential nature or disclosed in circumstances giving rise to a duty of confidence; or (b) technical know-how or trade secrets.
- 8.2 Any Confidential Information will be kept confidential and secret by Recipient and may only be used in connection with the performance of this Agreement.
- 8.3 The above obligations shall not apply to any information disclosed or made available to Recipient in so far as it: (a) is or becomes publicly available other than through breach of this Agreement; or (b) was lawfully in Recipient's possession prior to commencement of discussions leading up to this Agreement or received from a third party who is legally entitled to disclose such information without restriction; or (c) can be demonstrated to have been already known to or independently

created by Recipient without reference to Disclosing Party's Confidential Information; or (d) is ordered to be disclosed by a competent court or authority under applicable law, but in which case Recipient (in so far as legally permitted) will give Disclosing Party reasonable prior notice of such order so as to enable Disclosing Party to take any necessary measures to challenge such order or limit the required disclosure.

- 8.4 Recipient will only disclose or make Confidential Information available to its Group Companies, employees, consultants, advisors, representatives or contractors on a strict, 'need to know' basis in connection with the performance of this Agreement and on the condition that those persons or entities are themselves subject to binding obligations to keep such Confidential Information secret and confidential on terms no less restrictive than this clause 8.
- 8.5 Recipient further undertakes to keep any Confidential Information it receives hereunder separate and only make copies of the Confidential Information in so far as strictly necessary in connection with performance of this Agreement, ensuring that appropriate confidentiality notices are applied. If so requested by the Disclosing Party, Recipient shall arrange immediately for the secure return, deletion or destruction of any documents or material (in whatever form) containing or making reference to any of that Disclosing Party's Confidential Information.
- 8.6 Nothing in this Agreement is intended to prevent or restrict Supplier and their personnel from utilising any general experience or skills acquired as a result of being engaged in a particular Project within its business or on other client projects which does not involve disclosure of Client's Confidential Information.
- 8.7 This clause 8 shall survive termination of this Agreement, however arising.

9. Indemnity and Liability

- 9.1 Each Party ('**Indemnifying Party**') shall defend and indemnify the other Party ('**Indemnified Party**') from and against all third party claims, liabilities, proceedings, losses, damages, costs and expenses (including reasonable legal fees) sustained by Indemnified Party in relation to an infringement of third party's Intellectual Property rights provided that: (a) written notice of such claim or threat of proceedings is given to the Indemnifying Party promptly; (b) no admission or offer is made by the Indemnified Party which is prejudicial to defence of such claim; (c) the Indemnified Party permits the Indemnifying Party to take control of the defence of such claim and any proceedings arising; and (d) the Indemnified Party provides reasonable assistance to the Indemnifying Party (at Indemnifying Party's cost) in relation to any such claim.
- 9.2 If any Deliverable or other material developed by the Indemnifying Party pursuant to this Agreement becomes, or in the reasonable opinion of Indemnifying Party is likely to become, the subject of a claim as described in clause 9.1, the Indemnifying Party shall (at its own cost and expense): (a) use reasonable endeavours to secure for the Indemnified Party a right to continue to use such item on equivalent terms; or (b) if the Indemnifying Party cannot secure the above right within a reasonable period, use reasonable endeavours to replace or modify the item to make it non infringing, provided that any such replacement or modification shall be materially of equivalent performance, functionality and quality as the affected item.
- 9.3 The Indemnifying Party will have no obligation to indemnify the Indemnified Party under clause 9.1 in respect of any infringement or claim arising as a result of: (a) implementation or use of a Deliverable or Service other than for its intended purposes or scope of use as agreed in a Project Schedule; (b) combination of Deliverables or Services with other products or services not reasonably contemplated by Indemnifying Party; (c) Indemnifying Party implementing the Indemnified Party's instructions; or (d) unauthorised modifications to or adaptations of Services, Deliverables and/or other materials supplied by Indemnifying Party.
- 9.4 Subject to clause 9.5:
 - a) The express terms of this Agreement contain all of the terms, conditions, representations, warranties or undertakings made in respect of the Services and any Deliverables. Any further terms, conditions, representations, warranties or undertakings whether written or oral, express or implied, arising by virtue of law, legislation, custom, trade, course of dealing or performance, or the Parties' conduct (including any implied terms or conditions of satisfactory quality and fitness for a particular purpose) are hereby excluded to the maximum extent permitted by law.
 - b) Each Party's aggregate liability (and that of its employees, directors, officers, agents and contractors) arising under or in connection with (i) this Agreement, (ii) the breach of any of its provisions or (iii) Annexes, including DPA, or (iv) Project Schedule, or (v) with any aspect of the Services and/or Deliverables however that liability arises (whether under breach of contract, tort (including negligence), misrepresentation or breach of legislation) shall, in respect of any and all claims or losses, under no circumstances exceed: (i) 100% of the Charges that have been paid to Supplier pursuant to a Project Schedule in respect of which such liability arises or (ii) if the liability does not relate to a specific Project Schedule, 100% of the Charges paid by the Client under this Agreement during the year in which the liability is incurred.
 - c) In connection with this Agreement or in respect of the provision of Services and any Deliverables hereunder, Supplier shall not be liable under any circumstances for any: (i) indirect or consequential loss or damage; or (ii) loss of profits, revenue, business, anticipated savings, opportunity, goodwill and/or reputation, whether or not these were in the Parties' contemplation at the time of entering into this Agreement or the relevant Project Schedule.
- 9.5 Nothing in this Agreement excludes or limits either Party's liability in relation to: (a) death or personal injury caused by negligence; (b) fraud; or (c) any other liability which cannot be excluded or restricted under applicable law.

10.

Data protection

10.1 The Parties intend to regulate the processing and protection of Personal Data in compliance with applicable laws and regulations, as applicable in the United Kingdom ("UK") including EU Regulation 2016/679 of 27 April 2016, on the protection of persons with regard to the processing of personal data – the EU GDPR as it forms part of UK law by virtue of the European Union (Withdrawal) Act 2018, as modified by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419) ("UK GDPR"); (iii) the Data Protection Act 2018; (iv) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426); (v) all other applicable data protection and privacy legislation in force in the UK and European Economic Area ("**Data Protection Legislation**").

10.2 The Client in its capacity will perform the role of the "Data Controller" and the Supplier will be the "Data Processor" for the purposes of processing the Personal Data involved. In this case the Parties will be subject to a Data Processing Agreement ("**DPA**") where there is personal data processing for the purposes of the Services and will adhere to the obligations under the DPA.

OR

- 10.1 In this clause 10 (Data Protection): "**Controller**", "**Data Subject**", "**Data Processor**", "**Personal Data**", "**Personal Data Breach**", "**Process**", "**Processor**", "**Special Categories of Personal Data**" and "**Supervisory Authority**" have the meanings described in the Data Protection Laws and cognate terms shall be construed accordingly.
- 10.2 **General processing terms:** Part 1 of Annex 2 sets out the Client Personal Data to be Processed by Supplier or any Supplier Group Company pursuant to this Agreement, as required by Article 28(3) of the GDPR. Client may make reasonable amendments to Part 1 of Annex 2 by written notice to Supplier from time to time as Client reasonably considers necessary to meet those requirements. Part 1 of Annex 2 does not create any obligation or rights for any Party.
- 10.3 Client represents, undertakes and warrants that on the date of this Agreement and during the term of this Agreement:
- (a) all Client Personal Data Processed by Supplier and any Supplier Group Company has been and shall be collected and processed by Client (including any Client Group Company) in accordance with all Data Protection Laws and shall take all steps necessary to ensure that the processing of Client Personal Data by Supplier and any Supplier Group Company pursuant to this Agreement is in accordance with all Data Protection Laws; and
 - (b) those technical and organizational measures set out in Part 3 of Annex 2 collectively meet the requirements set out in Data Protection Laws for security including Article 32 (GDPR).
- 10.4 **Data Supplier processing terms:** Supplier and each applicable Supplier Group Company shall when Processing Client Personal Data as a Processor:
- (a) process Client Personal Data solely on the documented instructions of Client, in order to supply the Services and/or Deliverables, and as otherwise necessary to perform its obligations under this Agreement including with regard to transfers of Client Personal Data to a third country outside the European Union or the UK as the case may be or an international organisation (unless required by Union or Member State law, in which case Supplier or relevant Supplier Group Company shall, if permitted by such law, inform Client or the relevant Client Group Company of that legal requirement before such Processing);
 - (b) ensure that persons authorised to process the Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - (c) during the term, implement and maintain the technical and organisational security measures set out in Part 3 of Annex 2 to this Agreement with respect to all processing of Client Personal Data by Supplier and/or any relevant Supplier Group Company;
 - (d) be generally authorized to engage another Processor to Process Client Personal Data ("**Sub-Processor**"), provided that Supplier (or the relevant Supplier Group Company, if applicable) shall give Client prior written notice of the appointment of any such new Sub-Processor (including details of the Processing to be undertaken by the Sub-Processor), except that if within 15 calendar days of receipt of that notice Client notifies Supplier in writing of any objections (on reasonable grounds) to the proposed appointment, Supplier shall not appoint (or disclose any of your Personal Data to) that proposed Sub-Processor until Supplier has taken reasonable steps to address the objections raised by Client and provided Client with a reasonable written explanation of the steps taken;
 - (e) be specifically authorised to engage as Sub-Processors: (i) those entities listed in Part 2 of Annex 2 (Approved Sub-Processors); and (ii) all other Supplier Group Companies from time to time;
 - (f) promptly notify Client of any communication from a Data Subject regarding the Processing of Client Personal Data, or any other communication (including from a supervisory authority) relating to Client, Client Group Company's and/or any of their respective clients' obligations under the Data Protection Laws in respect of the Client Personal Data and, taking into account the nature of the Processing, provide reasonable assistance to Client and applicable Client Group Company by appropriate technical and organisational measures for the fulfilment of Client's and each relevant Client Group Company's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III GDPR;

- (g) notify Client without undue delay of any Personal Data Breach, and provide all information reasonably required by Client and any relevant Client Group Company to comply with its obligations under the Data Protection Laws as soon as reasonably practicable, and provide reasonable assistance to Client and any relevant Client Group Company with their obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of the Processing and information available to the Supplier and the relevant Supplier Group Companies;
- (h) cease Processing Client Personal Data upon termination or expiry of this Agreement and delete all copies of the Client Personal Data Processed by Supplier and any Supplier Group Company unless (and solely to the extent and for such period as) European Union or Member State or UK law requires storage; and
- (i) make available to Client and each applicable Client Group Company on request all information necessary to demonstrate compliance with this clause 10 and with Article 28 of the GDPR and allow for and contribute to audits, including inspections, by an independent auditor mandated by Client or any relevant Client Group Company, provided always that (i) the audits are carried out by subjects which are not competitors of the Supplier, which in any case reserves the right to evaluate from time to time the subject mandated by the Client; (ii) Client shall give Supplier reasonable advance notice (not less of 30 working days) of any such audit or inspection and allow Supplier to object in writing if, in Supplier's reasonable opinion, the auditor is not suitably qualified or independent, or otherwise manifestly unsuitable (in which case Client shall appoint another auditor); (iii) Client shall make reasonable endeavors to avoid causing any damage or disruption to Supplier's business in the course of such any such audit or inspection; (iv) the audits are conducted preserving the confidentiality and security of the data of the Supplier or any Supplier's third parties and ensuring that the subjects conducting the audits have signed a Non Disclosure Agreement with regard to audit activities and related results; (v) no provision of this Agreement will require the Supplier to disclose or grant access to the Client or its mandated auditors to data or information not pertinent and relevant to the execution of such verification activities, and (vi) Supplier need not give access to its premises for the purposes of such an audit or inspection to any individual:
 - (1) unless he or she produces satisfactory identification;
 - (2) unless the audit is carried out within normal business hours, save for where the audit or inspection is required to be carried out on an emergency basis by a Supervisory Authority; and
 - (3) for the purposes of more than one audit or inspection in any calendar year, except for any additional audit(s) or inspection(s) which Client is required or requested to carry out by a Supervisory Authority or any similar regulatory authority.

10.5 Data Transfers:

- (a) The Supplier undertakes not to transfer the personal data outside the EU/EEA or the UK as the case may be without the prior written authorization of the Client;
- (b) Without prejudice to the provisions of article a) above, if for the purposes of the processing of personal data by the Supplier and/or its sub-processors previously authorized by the Client, it is necessary to transfer the personal data to countries outside the EU/EEA or the UK as the case may be, other than those subject to adequacy decisions taken by the European/UK Commission, the Supplier agrees that the transfer shall be governed by the current applicable transfer mechanisms endorsed by competent Authorities and according to Client instructions.

10.6 Compliance with Data Protection Laws: Each Party shall comply with all applicable Data Protection Laws when Processing Client Personal Data.

10.7 Cooperation with Supervisory Authorities: Supplier (including any relevant Supplier Group Company) shall provide reasonable co-operation to Client or the relevant Client Group Company in relation to any communication from a Supervisory Authority.

10.8 Costs: Client shall reimburse Supplier (including any Supplier Group Company) for all costs which are reasonably and properly incurred by Supplier (and/or the relevant Supplier Group Company) in the performance of Supplier's (including any Supplier Group Company's) obligations under clauses 10.4(f)(data subject rights), 10.4(g) (personal data breach) and 10.4(i) (audit rights). Supplier shall charge for internal resources at Supplier's current professional day rates as set by Supplier or the relevant Supplier Group Company from time to time.

10.9 Changes in Data Protection Laws: If any variation is required to this clause 10 as a result of a change in Data Protection Law, including any variation which is required to the SCCs, then either Party may provide written notice to the other Party of that change in law. The Parties shall discuss the change in Data Protection Law and negotiate in good faith with a view to agreeing any necessary variations to this clause and Annex 2 to this Agreement to address such required changes.

11. Artificial Intelligence

- 11.1 In the provision of services under this frame agreement, Reply may utilize AI Systems, which may be provided by third parties.
- 11.2 For detailed provisions regarding the use of AI Systems, including its definition, rights, responsibilities and limitations, Annex 3 applies.

12. Termination

- 12.1 This Agreement commences on the Effective Date and shall remain in force for an initial period of one year ('Initial Period'),

- and will automatically renew for further periods of one year each ('**Renewal Period(s)**') unless terminated in accordance with this clause 12.
- 12.2 Either Party may terminate this Agreement without cause on expiry of the Initial Period or expiry of a subsequent Renewal Period by giving not less than 30 days' written notice to the other Party.
- 12.3 A Project may also be terminated, without affecting this Agreement, in accordance with this clause 12 and the Specific Terms of an applicable Project Schedule.
- 12.4 Without prejudice to any other rights or remedies which the Parties may have under this Agreement or at law, either Party may at any time terminate this Agreement and/or any Project Schedule, in whole or part, for cause immediately on written notice where:
- (a) the other Party commits a material breach of this Agreement or a Project Schedule, however where such breach can be remedied, termination will only take effect if the other Party fails to remedy the breach within 30 days of other Party notifying it in writing of such breach; or
 - (b) an order is made or a resolution is passed for the winding up of the other Party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other Party; or
 - (c) an order is made by a competent court for the appointment of an administrator to manage the affairs, business and property of the other Party; or
 - (d) a receiver or manager is appointed over any of the other Party's assets or undertaking by a court of competent jurisdiction or if any other person takes possession of the other Party's assets; or
 - (e) the other Party makes any arrangement or composition with its creditors (other than a solvent reorganisation), or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
 - (f) the other Party ceases, or threatens to cease, to trade; or
 - (g) the other Party takes or suffers any analogous action in any jurisdiction in consequence of debt.
- 12.5 On termination of this Agreement and/or a Project Schedule:
- (a) any outstanding Projects will also terminate unless the Parties agree otherwise in writing. In respect of termination of any such outstanding Projects, the Parties will use all reasonable endeavours to agree a written exit plan setting out such actions to be undertaken by Supplier as necessary to complete or handover such Projects which will be at Client's expense, unless otherwise agreed.
 - (b) Supplier) will issue an invoice for Charges payable in respect of Services duly performed and/or Deliverables provided up to the date of termination together with other amounts due under this Agreement up to the date termination which, subject to clause 6.6, will be payable by Client within 30 days and each Party shall arrange for the secure return, deletion or destruction of any Confidential Information at its own expense or as otherwise agreed.
- 12.6 Termination or expiry of this Agreement and/or a Project Schedule for whatever reason, will not affect the accrued rights of either of the Parties or the continuation of any clauses which are expressed or intended to survive such termination or expiry.
- 13. Force majeure:** Neither Party shall be in breach of this Agreement, where it is prevented from or delayed in performing its respective obligations due to events beyond its reasonable control, the effects of which it could not reasonably have avoided ('Force Majeure Event'), provided that such Party notifies in writing the other of the occurrence of such Force Majeure Event without delay and uses good faith and all reasonable endeavours to recommence performance of its impacted obligations as soon as reasonably practicable. If a Force Majeure Event prevents a Party's performance of this Agreement for a consecutive period of 60 days or more, the other Party may terminate this Agreement immediately on written notice where such performance has not recommenced. Neither party can rely on this clause 13 in relation to its obligations to pay (or to seek to refuse to pay) any Charges or other sums due hereunder.
- 14. Variation:** This Agreement and each executed Project Schedule replaces any oral or other written arrangements made between Supplier and Client in relation to the same subject matter and prevails over any inconsistent terms or conditions contained in or referred to elsewhere including (without limit) in any Client's acceptance or confirmation, purchase order, correspondence or other documentation together with any terms or conditions which are purported to apply whether through trade practice or course of dealing. This Agreement and any Project Schedule may only be added to or varied by written agreement executed by an officer or other duly authorised representative of each Party.
- 15. Waiver:** A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and in relation to the circumstances for which it is given. Unless specifically provided otherwise, rights arising under this Agreement are cumulative.
- 16. Severance:** If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will

apply with whatever modification is necessary to make it valid, enforceable and legal.

17. Status of pre-contractual statements and entire agreement

- 17.1 Each Party acknowledges and agrees that, in entering into this Agreement (and each Project Schedule) it has not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person relating to the subject matter of this Agreement (and each Project Schedule), other than as expressly set out hereunder.
- 17.2 This Agreement (and each Project Schedule) constitutes the entire agreement and understanding between the Parties in respect of its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding, or undertaking (in each case whether written or oral) given or made before the date of the Agreement by or on behalf of the Parties and relating to its subject matter notwithstanding the terms of any such previous agreement or arrangement expressed to survive termination.

18. Assignment, subcontracting and change of ownership:

- 18.1 Neither Party shall, without the prior written consent of the other, assign any of its rights or transfer any of its obligations under this Agreement, except that Supplier is entitled at any time to assign its rights or transfer this Agreement (without consent) to: (i) any Supplier Group Company; (ii) a bona fide acquirer of its assets; or (iii) any assignee or successor following a merger or similar corporate process effecting the Supplier.
- 18.2 Supplier may sub-contract or delegate performance of any aspect of the Services, the provision of the Deliverables and/or the performance of its obligations under this Agreement (including any Project Schedule) to any Supplier Group Company and/or any third party supplier, provided that it will retain primary responsibility under this Agreement for the provision of such Services and/or Deliverables.
- 18.3 Client will notify the Supplier as soon as practicable if it is subject to a change of control or ownership (whether direct or indirect).

- 19. Status:** The relationship of Supplier to Client is that of an independent contractor and nothing in this Agreement is intended to create a relationship of agency, employment or partnership between Supplier and Client (or its officers, employees or contractors).

20. Rights of third parties:

- 20.1 Except for the rights granted to any Third Party Beneficiaries (as defined below) under this Agreement, this Agreement does not create, and shall not be construed as creating, any right under the Contracts (Rights of Third Parties) Act 1999 (the "Act") which is enforceable by any person who is not party to it, and notwithstanding the Act, the Parties may in writing vary, rescind or terminate this Agreement and/or any Project Schedule without seeking the consent of any third party on whom this Agreement (or a Project Schedule) confers rights.
- 20.2 Each of the Supplier Group Companies providing Services and/or Deliverables under this Agreement (including any Project Schedule) or who is/are named in a Project Schedule, will be third party beneficiaries under this Agreement ("Third Party Beneficiary/ies") in respect of the applicable benefits granted to such parties pursuant to this Agreement. The Third Party Beneficiaries will be entitled to enforce the terms of the Agreement (including the relevant Project Schedule(s)) pursuant to the Act.
- 20.3 If Supplier brings a claim against Client which includes losses or damages incurred by a Third Party Beneficiary, where such Third Party Beneficiary has already recovered such losses or damages from Client, the claim brought by Supplier will be reduced by the amount of those losses or damages recovered and paid to the relevant Third Party Beneficiary.

- 21. Notices:** Notice given under this Agreement shall be in writing, sent for the attention of the person, and to the address or, as set out in the Project Schedule (or such other address or person as the relevant Party may notify to the other Party) and shall be delivered personally, sent by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of fax, at the time of transmission, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting and, if deemed receipt under this clause 21 is not within the Working Day (of the recipient), then at 9.00 am on the first Business Day following delivery. To prove service, it is sufficient to prove that the notice was successfully delivered in the case of post, that the envelope containing the notice was properly addressed and posted.

- 22. Non-solicitation:** Client shall not (and will procure that the Client Group Companies and its (or their) employees and subcontractors shall not), at any time without Supplier's prior written approval, endeavour to solicit the services of (either directly or indirectly through the services of a third party) or employ any individual employee or contractor of Supplier and/or any Supplier Group Company either for itself or for any Client Group Company or any third party either during the

term of this Agreement (including any Project Schedule) and for a period of 12 months after its expiry or termination.

23. Publicity: Supplier will be entitled to refer to Client as a client, using Client's logo and business name in such respect, on its website and marketing material. Client will also co-operate with Supplier in providing written references and case studies, as may be requested from time to time. Other than as set out in this clause 23 or as required under applicable law, neither Party will make any public statement or issue any press release referring to its relationship with the other Party without that other Party's prior written agreement.

24. Disputes:

- (a) Any dispute which arises between the Parties in connection with this Agreement shall first be discussed, and if possible resolved, by Client Manager and Supplier Manager.
- (b) If Client Manager and Supplier Manager fail to resolve the dispute within 20 Business Days of the issue first arising then either Party, by notice in writing to the other, may refer the dispute to their senior officers who shall co-operate in good faith to resolve the dispute as amicably as possible within 20 Business Days from service of such notice.
- (c) If the senior officers fail to resolve the dispute within the allotted time, then either Party may refer this matter to the Centre for Dispute Resolution ('CEDR') or such other similar body as is agreed. The Parties shall then submit to the supervision of the mediation by the CEDR or similar body to appoint a mediator, begin the mediation process and commit fully to trying to resolve any dispute via this procedure. Recourse to this dispute resolution procedure shall be binding on the Parties as to submission to the mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the Parties in any future legal proceedings. If, with the assistance of the mediator, the Parties reach a settlement, such settlement shall be reduced to writing and, once signed by the duly authorised representative of each of the Parties, shall remain binding on the Parties. The Parties shall bear their own legal costs and the costs and expenses of mediation.

25. Governing law and jurisdiction: This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

IN WITNESS WHEREOF, the Parties' duly authorised officers or representatives have executed this Agreement as follows:

Executed for and on behalf of _____
('Supplier'):

Executed for and on behalf of _____
('Client'):

By: _____

By: _____

Name: _____

Name: _____

Role: _____

Role: _____

Date: _____

Date: _____

(Reference Number: [REDACTED] /Date of this Project Schedule: [REDACTED])

(1) [REDACTED] INSERT REPLY GROUP's trading division or LEGAL ENTITY, incorporated in England and Wales (number 03847202) with its registered office at 38 Grosvenor Gardens SW1W 0EB ('Supplier'); and

(2) [REDACTED] [INSERT CLIENT'S NAME] incorporated in [REDACTED] (number [REDACTED]) with its registered office at [REDACTED] ('Client').

1.	Project Schedule Date:	
2.	Project Description:	
3.	Scope of Services:	
4.	Contingencies:	
5.	Supplier Manager:	
6.	Client Manager:	
7.	Address for Notices:	To Supplier Address: 38 Grosvenor Gardens SW1W 0EB For the Attention of: To Client Address: For the Attention of:
8.	Place(s) of Performance:	
9.	Charges (per Working Day or Total Fees payable as per scope of Services):	
10.	Project Timetable and Milestones (if applicable):	
11.	Deliverables, Acceptance Procedures and Warranty Period(s):	
12.	Budgeted Working Days:	
13.	Notice Period (for termination):	
14.	Overtime & Expenses:	
15.	[additional] Specific Terms:	[NOTE: For each Project Schedule, please consider if there are any third party suppliers to Reply Limited which are providing part of the services/deliverables, and if so, if there are any third party terms that need to be passed through to the Client. For example, if SAP has any restrictions on use of its platforms, then these restrictions should be passed through to the Client and included here.]
16.	[Service Levels]	
17.	Review Meetings and Reports	

Agreed for and on behalf of

By: _____

Name: _____

Role:

Date: _____

ANNEX 2: DATA PROTECTION

Part 1: Description of Processing of Client Personal Data

This Part 1 includes certain details of the Processing of Client Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of the Personal Data: [The subject matter and duration of the Processing of the Client Personal Data are set out above in the body of this Agreement.]

The nature and purpose of the Processing of the Personal Data: [The nature and purpose of the Processing of the Client Personal Data are set out above in the body of this Agreement.]

The type of Personal Data: The Client Personal Data Processed may include some or all of the following attributes: [Insert the type of Personal Data processed pursuant to this Agreement.] **Special Categories of Personal Data:** [Insert the type of Personal Data processed pursuant to this Agreement (if any).]

The categories of Data Subject to whom the Client Personal Data relates: The categories of Data Subject may include some or all of the following: [Insert categories of data subject to whom the Client Personal Data Relates.]

The obligations and rights of Client and Client Affiliates: [The obligations and rights of Client and Client Group Companies are set out above in the body of this Agreement.]

Part 2: Approved Sub-Processors

[Reply Limited to insert list of pre-approved Sub-Processors]

Part 3: Technical and Organisational Security Measures

Description of the technical and organisational security measures implemented by Supplier: [To be completed]

ANNEX 3: USE OF AI SYSTEMS

[NOTE: This Annex applies only in case you are using the following AI Systems:

- (i) General-Purpose AI Systems (GPAI) based on a General-Purpose AI Model without Systemic Risk as defined under Article 3 no. 63, 65, 66 of the EU AI Act (Regulation (EU) 2024/1689); or
- (ii) Minimal or no-risk AI Systems as defined in Article 50 of the AI Act.

[NOTE: If you use High Risk AI Systems as defined in Article 6 of the AI Act, additional requirements and obligations towards the Client may apply beyond what is covered in this Annex 3. In that case, please get in touch with the Legal Department].

1) Definitions

- (a) **“Agreement”**: means the contract between the parties which regulates the services to which this Annex 3 applies.
- (b) **“AI Privacy Policy”** means the relevant AI System’s privacy policy as specified by the Third-Party AI Supplier.
- (c) **“AI Act”**: the EU Regulation 2024/1689 laying down harmonised rules on artificial intelligence (artificial intelligence act) and amending certain Union legislative acts;
- (d) **“AI System”** means, as defined under Article 3 no. 1 of the AI Act, a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.
- (e) **“AI Terms”** mean the relevant AI System’s terms and conditions as specified by the Third-Party AI Supplier.
- (f) **“Input”** means as defined under Article 3 no. 33 of the AI Act means any data provided to or directly acquired by an AI Systems on the basis of which the AI System produces an Output (as defined below).
- (g) **“Output”** means any results, data, reports, analyses, text, images, lines of code or other tangible results generated by the AI System used for the provision of the services.
- (h) **“Service Results”** means any materials, presentations, service, deliverable created or developed by Reply in the performance of the Agreement.
- (i) **“Supplier”**: the party which is entering into the master service agreement with Client and/or any other Supplier Group Company providing the AI System.
- (j) **“Third Party AI Supplier”** means a provider of AI Systems outside Supplier Group Companies.

2) Use of AI Systems

- (a) Client acknowledges and agrees that Supplier has the right to use AI Systems, whether developed by Supplier or a Third Party AI Supplier in the performance of the Services.
- (b) Notwithstanding anything to the contrary in the Agreement, Client expressly consents and authorizes Supplier to use any information and data provided by Client, including confidential information and personal data, for the purpose of providing the Services through AI Systems.
- (c) Client acknowledges and accepts that access to and use of AI Systems may be subject to the relevant AI Terms as specified by the Third-Party AI Supplier and that personal data provided by Client will be processed according to the relevant AI Privacy Policy. AI Terms and AI Privacy Policy form an integral part of the Agreement which are available at the relevant Third-Party AI Supplier’s official website.

- (d) Supplier reserves the right to update or modify the AI Systems, including third-party AI Systems – if allowed to do so by the relevant Third-Party AI Supplier – used in the provision of Services to improve functionality and performance.

3) Input

In case of Input provided to Supplier by or on behalf of Client:

- (a) Client is responsible for the accuracy, completeness, fairness and legality of the Input provided to Supplier.
- (b) Client acknowledges that the quality of the Output is directly dependent on the quality of the Input.
- (c) Client agrees to indemnify and hold harmless Supplier and/or any Third-Party AI Supplier against any claims, damages, or liabilities arising from the quality and/or legality of the Input Data.

4) Rights on Output

- (a) If the Output is derived directly and solely from the Input provided by Client, the property of the Output shall be of the Client, to the extent this does not conflict with the relevant AI Terms or applicable national intellectual property right statutes.
- (b) If the Output does not constitute a direct derivative of Client's Input, intellectual property rights to such Output are owned by Supplier, to the extent this does not conflict with the relevant AI Terms or applicable national intellectual property right statutes.
- (c) In case the Output is integrated into a certain Service Result provided by Supplier under the Agreement, Supplier will grant exclusive or non-exclusive usage rights as described in the Intellectual Property Section of the Agreement, but only for the parts of the Service Result where Supplier has the legal right to grant such rights.
- (d) The Client acknowledges that Output may not be eligible for copyright or related rights protection. However, Supplier commits to grant exclusive or non-exclusive usage rights in compliance with the Agreement but only for the parts of the Output where Supplier has the legal right to grant such rights.

5) Intellectual Property in AI Systems

- (a) Unless otherwise explicitly agreed in an individual contract/order, all intellectual property rights in the AI Systems:
 - (i) developed by a Third Party AI Supplier and used by Supplier while providing the services shall remain the exclusive property of the relevant Third-Party AI Supplier;
 - (ii) developed by Supplier and used by it while providing the services shall remain the exclusive property of Supplier.
- (b) Client shall not claim any ownership or intellectual property rights over the AI Systems.

6) Transparency and Explainability

Supplier shall, upon Client's request, provide information and reasonable explanations regarding the role and functioning of AI Systems, including third-party AI Systems (to the extent the relevant Third-Party AI Supplier provides such information), used in the provision of Services.

7) Liability

Notwithstanding what is provided in the Agreement, Client acknowledges that, Supplier will not be responsible or liable for

- i. the AI System's generation of the Outputs,
- ii. Client's use of the Outputs,

- iii. any decisions made by Client based on its use of the Outputs,
- iv. compliance with specific legal requirements applicable to the Client's use of AI Systems,
- v. compliance with specific legal requirements related to any Outputs, except in case the AI System was only utilized as a tool and Supplier hence remains responsible for the Service Result,
- vi. protection of privacy, rights to use, or the accuracy of Outputs, particularly those generated by AI-Systems using large language models or generative AI.

8) Miscellaneous

The Client acknowledges that the provisions of this Annex are subject to periodic review to ensure alignment with regulatory, technological, and contractual developments in the field of artificial intelligence. Supplier will inform the Client upfront about any update of this Annex.

In the event of any conflict between the provisions of this Annex and the Agreement, the provisions of this Annex shall prevail.