

MASTER TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Capitalised terms used in the Agreement have the following meanings:

"Agreement" means this agreement.

"Applicable Law" means the laws of England and Wales and the European Union and any other laws, regulations, or regulatory policies which apply to the provision of the Services, including all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption in England and Wales.

"Background IPR" means any and all IPR owned by or licensed to either party and developed or obtained before the Effective Date or independently of the Agreement.

"Capita Materials" means any standard software applications including upgrades, updates, application programming interfaces and related documentation, and any other documentation and/or other materials, provided by Capita that were or are (as applicable) developed or obtained by Capita before the Effective Date or independently of the Agreement.

"Client Materials" means all documents, information, items and materials in any format, whether owned by Client or a third party, as provided by Client to Capita in connection with the Agreement.

"Commencement Date" means the date set out in the Statement of Work.

"Confidential Information" means all information which is confidential or proprietary in nature; relates to the Disclosing Party's business affairs (including any financial or technical data, trade secrets, know-how, IPR and/or derivative data or output) which the Disclosing Party directly or indirectly discloses, or makes available to the Receiving Party by whatever means before, on or after the date of the Agreement; and/or any other information clearly identified as being, or which ought reasonably be considered to be, confidential.

"Contract Year" means a calendar year beginning on the Commencement Date and each anniversary thereof.

"Data Protection Legislation" means the following legislation to the extent applicable from time to time: (a) national laws implementing the Directive on Privacy and Electronic Communications Regulations (2202/58/EC); (b) the UK GDPR (as defined in section 3(10) of the Data Protection Act 2018, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations (EC Directive) 2003; and (c) any laws or regulations that replace or supersede the legislation referred to in (a) and (b) from time to time. The terms **"data controller"**, **"data processor"** and **"data subject"** are as defined in the Data Protection Legislation.

"Deliverable" means any deliverable, documentation, software, know-how or other output to be provided to Client in connection with a Service as set out in the Statement of Work, excluding any Client Materials contained in the Deliverables and any Capita Materials.

"Delivery Plan" means the timetable (if any) set out in the Statement of Work for the provision of the Services and delivery of any Deliverables.

"Disclosing Party" means a party who discloses Confidential Information to the Receiving Party.

"Effective Date" means the date of signature of the Agreement by both Capita and Client.

"Fees" means fees and related charges which Capita charges for the provision of the Services as set out in the Statement of Work.

"Force Majeure Event" means any circumstance or cause beyond a party's reasonable control including acts of God, flood or other natural disaster, epidemic, pandemic, terrorist attack, civil commotion or riots, war or armed conflict, fire, explosion, contamination (including chemical or biological), loss of access to electricity, power or telecommunications, shortages of materials or equipment, supply chain failures, any labour or trade dispute, strikes, industrial action or lockouts and any change in law or due to action taken by a government or public authority (including quarantine measures).

"Foreground IPR" means any IPR that arises, is created or developed by Capita (or by contractors engaged by Capita) for Client as part of or in connection with the Services, including any such IPR subsisting in any Deliverables, products, processes, documents, works, designs and/or services and including any new adaptations, modifications and/or enhancements made to any Background IPR belonging to Capita.

"Group" means, in the case of Capita, Capita, its subsidiary undertakings or any parent undertakings of that company and any subsidiary undertaking of a parent undertaking of that company (as defined in section 1162 of the Companies Act 2006). Each being Capita's **"Group member"**.

"Initial Term" means the initial term of the Agreement as defined in the Statement of Work.

"IPR" means patents, utility models, rights to inventions, copyright and related rights, trade marks (registered or unregistered), domain names, goodwill, right to sue for passing off, design rights (registered or unregistered), rights in computer software, database rights, trade secrets, know-how, right to preserve confidentiality of information, any other industrial and intellectual property rights, including all applications for, renewals or extensions of, such rights and all similar or equivalent rights or protections which are recognised, subsist or will subsist, now or in the future, in any part of the world.

"Losses" means any losses, demands, claims, actions, proceedings, damages, payments, costs (including legal and other professional costs), expenses or other liabilities.

"Personal Data" means any personal data (as such term is defined in the Data Protection Legislation) processed as part of the Services.

"Receiving Party" means a party who receives Confidential Information from the Disclosing Party.

"Restricted International Transfer of Personal Data" means a transfer of Personal Data from (a) a country which has Data Protection Legislation which imposes restrictions on extra-territorial transfers of Personal Data; (b) to a country which does not provide an adequate level of protection for Personal Data as required by the Data Protection Legislation of the country of export.

"RPI" means Retail Price Index as calculated and published by the Office for National Statistics (or its replacement index).

"Services" means the products and/or services as set out in the Statement of Work and provided by Capita to Client.

"Specification" means the functional and/or technical requirements specification (as applicable) for a Deliverable as set out in the Statement of Work.

"Standard Contractual Clauses" means the international data transfer agreement issued by the UK Information Commissioner under section 119A(1) of the Data Protection Act 2018.

"Statement of Work" means the order form that sets out or details the nature, scope, delivery plan and charges relating to the Services to be supplied by Capita;

"VAT" means value added tax and / or any similar or analogous sales tax imposed in any jurisdiction (including, but not limited to, any value added tax charged or imposed pursuant to Council Directive 2006/112/EC or any national legislation implementing such Directive).

"Working Day" means any day other than a Saturday, Sunday or public holidays in England.

1.2 In the Agreement: (a) references to clauses are to the clauses of the Agreement and references to paragraphs are to the paragraphs in each Schedule and/or Annex; (b) a reference to a statute, regulation, code or such similar instrument includes any subsequent amendment or replacement; (c) words following **"including"** or **"include"** shall be illustrative and without limitation; and (d) the Agreement shall bind and inure to the benefit of each party's successors and permitted assigns.

1.3 In the event of any conflict arising between the Agreement, any Schedules and/or Annexes, the descending order of precedence will be

(save and to the extent expressly permitted by the Agreement): (a) the Agreement (excluding the Schedules); then (b) Schedules; and then (c) Annexes.

1.4 Unless otherwise expressly agreed, if any inconsistency arises between any diagrams and text, the text shall take precedence.

2. TERM

2.1 The Agreement shall commence on the Effective Date and, unless terminated at an earlier date by operation of law or as otherwise provided for in the Agreement, shall continue with full force and effect during the Initial Term, and shall automatically terminate on the expiry of the Initial Term.

3. FEES

3.1 Client shall pay Capita for the Services at the rate or the Fees specified in the Statement of Work or, if no rate or Fee is specified, Capita's standard rates then in effect. Unless otherwise specified, Services are provided on the basis of a daily rate.

3.2 Unless otherwise specified, Client shall pay any expenses reasonably incurred by Capita in performing its duties under the Agreement monthly in arrears.

3.3 Invoicing:

(A) unless otherwise expressly set out in the Statement of Work (i) Capita shall invoice Client for the Fees and expenses in order to enable payment on a monthly basis; and (ii) Client shall pay each invoice in full within 30 days from the date of such invoice ("**Invoice Payment Date**"). Client shall not be entitled to set-off or make any deduction in respect of any sums due to Capita under the Agreement.

3.4 If any sum payable under the Agreement is not paid by Client by the Invoice Payment Date then (without prejudice to Capita's other rights and remedies), Capita reserves the right to:

- (A) within 14 days following notification by Capita of non-payment of Fees by the Client by the Invoice Payment Date, suspend the provision of the Services until Client has paid in full all outstanding sums plus any applicable interest, without incurring liability to Client for such suspension;
- (B) condition future purchases of Services on shorter payment terms; and/or
- (C) charge interest on such overdue sums on a daily rate of 4% per annum above the then base rate of Barclays Bank plc, from the Invoice Payment Date until the date of actual payment, whether before or after judgment.

3.5 The Fees and expenses do not include any amount arising in respect of VAT (or other applicable taxes), which, if applicable, shall be payable by Client and added to such Fees and expenses at the rate in force at the time that they become due.

3.6 The Fees and charges set out in the Agreement are based on Applicable Law in force at the Effective Date. Capita reserves the right, acting reasonably, to increase the Fees and charges by a reasonable amount, reflecting its increased costs of providing the Services, if there is a change to Applicable Law after the Effective Date.

3.7 Unless otherwise provided in the Statement of Work Capita may increase the Fees on an annual basis on 1st April in each year by a percentage equal to the average percentage increase in the RPI during the 12 month period preceding the date of notice of the adjustment or, where less than 12 months, the period since the Effective Date, provided that the rate of increase shall always be 0% or greater. Capita shall provide reasonable notice in writing of any increase to Client.

4. OBLIGATIONS ON THE PARTIES

4.1 Capita shall:

- (A) subject to clause 3.6 (Fees), provide the Services pursuant to all Applicable Laws;
- (B) provide the Services to Client using reasonable skill and care and in a professional manner;
- (C) provide the Services at Capita's premises unless another site is specified in the Statement of Work, or otherwise agreed between the parties, in which case the Services will be provided at such site(s);
- (D) use reasonable endeavours to meet any performance, delivery or milestone dates as may be specified in the Statement of Work. Client acknowledges that such dates shall be estimates only and

time for performance or delivery by Capita shall not be of the essence;

(E) take reasonable steps to ensure that any of its personnel performing the Services at Client's site(s) will comply with any reasonable security, health and safety or confidentiality requirements of Client that are notified in advance in writing to Capita,

provided that Capita shall not be in breach of all or any part of this clause 4.1 where it is acting in accordance with Client's instructions.

4.2 Notwithstanding any location or other requirement to the contrary in the Statement of Work or as otherwise agreed between the parties, in the occurrence of a Force Majeure Event, Capita shall have the right to elect to continue to provide the Services from an alternative location, provided that Clauses 4.1(A) to 4.1(D) shall continue to apply to the provision of such Services.

4.3 Client shall:

(A) comply with and use the Services in accordance with (i) all operating specifications and instructions provided to it by Capita in respect of the Services; and (ii) all Applicable Laws;

(B) not use any of the Services in a way that would breach, or cause Capita to breach, any Applicable Laws relating to sanctions or export control.

(C) co-operate with and respond to Capita (its subcontractors and/or consultants) in a timely and efficient manner in all matters relating to the Agreement, including by making appropriate personnel available to Capita;

(D) provide Capita (its subcontractors and/or consultants), without charge, access to Client's premises, data, equipment, facilities, Client Materials and any health and safety and security requirements, as Capita may reasonably require;

(E) take all reasonable steps to ensure the health and safety of Capita's personnel carrying out the Services while they are at Client's site(s);

(F) ensure that Client's equipment (including IT and networks connections) ("**Client Infrastructure**") is in good working order, available, maintained and suitable for the purposes intended under the Agreement; and conforms to all relevant standards or requirements. Client will be responsible for all delays, issues or Losses arising from Client Infrastructure;

(G) obtain and maintain all necessary and applicable licences and consents to enable Capita to provide the Services; and

(H) keep, maintain and insure (where applicable) Capita's equipment pursuant to Capita's instructions in the Statement of Work.

4.4 Client shall be deemed to have accepted the Deliverables upon delivery.

4.5 Client acknowledges that the provision of the Services by Capita shall be dependent upon Client, at all times during the Agreement and in a timely manner:

(A) providing Capita's personnel access to Client's site(s), where required;

(B) providing Capita with access to or use of:

- (1) any information, specifications and/or instructions with sufficient detail, accuracy and completeness; and/or
- (2) any equipment, systems, software and/or other technical services,

as Capita may reasonably require in order to deliver the Services;

(C) ensuring that Capita has access to and full co-operation of:

- (1) a project manager for Client; and
- (2) the technical and managerial personnel of Client and any applicable third parties,

with the necessary skill, experience, knowledge and authority as Capita may reasonably require;

(D) ensuring that where Client requires Capita to access, use and/or modify any equipment, systems, software, other technical services, information and/or materials as part of or in connection with the Services, that Client either owns or has all necessary rights, written consents and/ or permissions in place prior to requiring Capita to access, use and/or make any such modifications; and

(E) performing any additional obligations, dependencies or responsibilities as specified in the Agreement.

4.6 The provision of the Services is dependent upon Client at all times and in a timely manner performing the obligations set out in clause 4.5 (Obligations on the Parties) and the assumptions and any additional obligations or dependencies specified in the Statement of Work being accurate. If Capita's performance under the Agreement is hindered, prevented or delayed by any default of Client in complying with its obligations (including the assumptions and any additional obligations or dependencies specified) under the Agreement and/or if the Client requests that Capita delay commencement of the Services then, without prejudice to its other rights or remedies:

- (A) Capita shall be granted an extension of time to perform its obligations as reasonably required by Capita, such extension to be at least equal to the period of delay caused by such act or omission and/or Client request;
- (B) any failure by Capita to deliver its obligations in respect of the affected part of the Services shall not constitute a breach of the Agreement;
- (C) if Capita has incurred any unmitigable loss or expense as a direct result of a delay due to such Client default and/or Client request, Capita shall, in addition to the extension allowed pursuant to clause 4.6(A), be entitled to compensation to place Capita in the same position it would have been in, had such Client default not occurred. Capita shall provide Client with any information Client may reasonably require in order to assess the validity of any claim to compensation by Capita; and
- (D) Client shall pay Capita its reasonable charges for the implementation and operation of any agreed workaround solution or remedy, based on the costs reasonably and directly incurred by Capita.

4.7 All warranties, conditions and other terms implied by statute or common law are excluded to the extent permitted by law. Further, Client accepts that it shall assume sole responsibility and entire risk:

- (A) as to the suitability, selection and use of the Services to meet its requirements or business needs; and
- (B) in respect of the results obtained and/or conclusions drawn from the use and application of the Services to its business, and that Capita does not represent or warrant that the Deliverables' operation will be uninterrupted or error-free, or that all defects will be corrected.

5. PERMISSIONS AND RESTRICTIONS

5.1 Client shall use the Services pursuant to the terms of the Agreement. Unless otherwise set out in the Agreement, Client shall not be permitted to:

- (A) copy or modify any part of the Services and/or Deliverables;
- (B) use, disclose or provide access to the Services and/or Deliverables;
- (C) use any IT facilities, tools or communications networks provided by Capita other than to receive and properly use the Services;
- (D) merge, decompile, disassemble, or otherwise translate or derive any trade secrets and/or source code in any software components which are embodied in the Services (including changing file names of or reverse engineering any software) except as expressly permitted by law or regulation to achieve interoperability with other technology; and
- (E) transfer or sublicense any materials, components or aspects of and/or other rights in the Services and/or Deliverables.

5.2 Client acknowledges and agrees that:

- (A) the Services may contain proprietary and/or third-party software components and/or materials that are subject to additional or different licence and notice terms;
- (B) where the Deliverable includes configuration or modifications to any standard software or other services of Capita (or its licensors), permission to use the Deliverable is granted on the same basis as that which applies to the relevant software or other Services; and
- (C) in such case, Client shall comply with all such relevant and applicable licence and notice terms identified in the Agreement or as may otherwise be notified by Capita to Client from time to time.

6. INTELLECTUAL PROPERTY

6.1 Unless otherwise agreed in a Statement of Work, all Intellectual Property Rights in or arising out of or in connection with the Services including any

Deliverables (other than any Intellectual Property Rights in any Client Materials) shall be owned by Capita.

6.2 Capita grants to Client, a worldwide, non-exclusive, royalty free licence for the period of the Agreement to use (but not adapt, modify, enhance or create any derivatives of) the Deliverables to the extent required by Client to benefit from the Services for its internal business purposes. Client is not permitted to sub-licence, assign or otherwise transfer rights granted to it under such licence to any third-party.

6.3 Publicity and Branding:

- (A) Capita is permitted to include Client's name on Capita's customer list and make general references to the relationship between Capita and Client and the Services provided for marketing and/or publicity purposes.
- (B) Other than as set out in clause 6.3(A) (Intellectual Property), as required for the provision of the Services, internal purposes or by law or regulation, neither party shall make any press announcements, publicise the Agreement or any of its commercial terms, or use the other party's name, brand, trade mark or derivatives of them in any promotion, marketing or otherwise without the prior written consent of the other party (not to be unreasonably withheld or delayed).

7. TERMINATION

7.1 Either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

- (A) the other party either commits an irremediable material breach of the Agreement or, if capable of remedy, the other party fails to remedy that breach within a period of 30 days from the date of being notified in writing to do so;
- (B) the other party begins any negotiations to reschedule its debt or enters into any arrangements with its creditors;
- (C) the other party suspends, or threatens to suspend, payment of its debts or is unable, admits to being unable or is deemed unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
- (D) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (E) a petition is filed, an effective resolution is passed, or court order made for the winding up of the other party (other than for the purposes of solvent amalgamation or reconstruction);
- (F) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (G) a receiver, administrative receiver or administrator is appointed.

7.2 The rights and remedies provided under the Agreement are in addition to any rights or remedies provided by law.

7.3 Capita may terminate the Agreement with immediate effect by giving written notice to Client if Client fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment.

7.4 Nothing in this agreement shall oblige Capita to act in any way contrary to Applicable Laws relating to sanctions or export controls. Capita may terminate this Agreement with immediate effect by giving written notice to Client in the event that performance of any aspect of this Agreement becomes prohibited by Applicable Laws relating to sanctions or export controls.

7.5 Nothing shall prevent a party from seeking immediate injunction or similar remedy from a court of competent jurisdiction to prevent or restrain breaches of the Agreement.

7.6 On termination or expiry of the Agreement:

- (A) Client shall immediately pay to Capita all outstanding unpaid invoices (plus any accrued interest), in respect of the Services provided. Where Capita has not submitted an invoice, Capita may submit a valid invoice to Client and such invoice shall be payable immediately by Client on receipt; and
- (B) upon written request by a party, the other party will promptly return, delete or destroy that party's materials (including Client Materials), data, content, documentation and Confidential Information.

7.7 Notwithstanding the generality of clause 7.6 (Termination), each party may retain a copy of such materials only to the extent required to do so

- to comply with Applicable Laws and/or to support the enforcement or defence of a party's rights under the Agreement and, subject to using reasonable endeavours to delete them, such copies of materials as are held in backup or disaster recovery systems.
- 7.8 Termination of all or any part of the Agreement will not affect a party's rights, remedies, obligations or liabilities that have accrued up to the date of expiry or termination. The following clauses will survive termination: Clauses 1 (Definition and Interpretation), 3.1 (Fees), 3.2 (Fees), 3.5 (Fees), , 4.7 (Obligations of the Parties), 5 (Permissions and Restrictions), 6 (Intellectual Property), 7.6 (Termination), 7.7 (Termination), 7.8 (Termination), 8 (Confidentiality), 9 (Protection of Personal Data), 10 (Limitation of Liability) and 13 (General), along with any others (including terms in the Statement of Work) that by their nature should survive.
8. **CONFIDENTIALITY**
- 8.1 The Receiving Party will hold the Disclosing Party's Confidential Information in confidence and will not disclose or permit the disclosure of any part of the Confidential Information to any third party except (a) to any Group members (in the case of Capita), consultants and advisors (including accountants and lawyers) bound by, or otherwise protected by legal privilege or confidentiality and non-disclosure commitments substantially similar to those contained in the Agreement ("**Representatives**"); and/or (b) to the extent required to comply with Applicable Law, provided that the Receiving Party (i) provides prompt notice (if legally permissible) to the Disclosing Party so that the Disclosing Party can seek a protective order or other appropriate remedy; and (ii) limits any such disclosure to the extent of the legal requirement and the disclosed information will remain Confidential Information despite such disclosure.
- 8.2 The Receiving Party shall be liable for the actions or omissions of its Representatives in relation to the Confidential Information as if they were the actions or omissions of the Receiving Party.
- 8.3 These obligations of confidentiality do not apply to information which:
- is or becomes generally available to the public (without breach by the Receiving Party) or (in the case of Capita) a Receiving Party's Group;
 - becomes known to the Receiving Party or (in the case of Capita) Group members on a non-confidential basis via a third party;
 - was lawfully in the prior possession of the Receiving Party or (in the case of Capita) its Group;
 - was independently developed by the Receiving Party or its Group without use or reference to Confidential Information; or
 - the Disclosing Party agrees is not confidential.
- 8.4 Upon termination of the Agreement, the Receiving Party and its Representatives will cease all use of the Disclosing Party's Confidential Information and return, delete or destroy it pursuant to Clause 7.6(B) (Consequences of Termination).
- 8.5 The Receiving Party's obligations of confidentiality shall apply to any Confidential Information of the Disclosing Party while any copy of it remains in the Receiving Party's possession or control, and thereafter for a period of two years.
- 8.6 Nothing in this Clause 8 (Confidentiality) shall prevent either party from using, in the course of its normal business, any techniques, ideas or know-how gained during the performance of the Agreement provided that such use will not result in a disclosure of the other party's Confidential Information or an infringement of its IPR.
- 8.7 Where Capita processes any Personal Data as data processor for Client, the terms of Clause 9 and Schedule 2 shall govern such processing, and the Personal Data shall not be considered Confidential Information for the purposes of this Clause 8.
9. **PROTECTION OF PERSONAL DATA**
- 9.1 The parties shall comply with all applicable requirements of the Data Protection Legislation when processing Personal Data under the Agreement. This Clause 9 (Protection of Personal Data) is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 9.2 The parties shall comply with the terms set out in the Appendix.
10. **LIMITATION OF LIABILITY**
- 10.1 Nothing in this Agreement shall operate to exclude or limit the liability of either party for:
- death or personal injury caused by negligence;
 - fraud or fraudulent misrepresentation;
 - Client's liability to pay the Fees and other sums due to Capita including expenses;
 - breach of any obligations of a party pursuant to Clause 8 (Confidentiality);
 - any indemnity set out in the Statement of Work; and/or
 - any other matter for which it would be unlawful to exclude, limit or attempt to exclude or limit its liability.
- 10.2 Neither party shall be liable to the other for any:
- indirect, special or consequential Losses arising in connection with the Agreement;
 - loss of profits (except with respect to the Fees or other Capita charge specified in the Statement of Work), loss of sales, anticipated savings or goodwill, loss of business opportunity or contracts in each case whether direct or indirect, even if such Losses could have been foreseen.
- 10.3 Subject to Clauses 10.1 (Limitation of Liability), 10.2 (Limitation of Liability) and 10.4 (Limitation of Liability), the total liability of each party to the other for all other Losses, whether arising from tort (including negligence), indemnity, breach of contract, statutory duty or otherwise in respect of the Agreement, shall not exceed the following amounts:
- where the Initial Term is more than one Contract Year: in any Contract Year, an aggregate amount equal to 100% of the Fees paid by Client in the 12 months immediately preceding the date of the relevant claim giving rise to a Loss; and
 - where the Initial Term is more than one Contract Year: during the term of the Agreement, an aggregate amount equal to 150% of the Fees paid by the client in the 12 months immediately preceding the date of the relevant claim give rise to a Loss; or
 - where the Initial Term is less than one Contract Year: an aggregate amount equal to 100% of the Fees paid or payable by Client during the Initial Term.
- 10.4 Without prejudice to its other rights or remedies, any delay or non-performance by Capita (or the Capita personnel) of its obligations under the Agreement will be excused to the extent it is caused (directly or indirectly) by (i) acts or omissions of Client, its consultants or subcontractors or (ii) acts or omissions of Capita which it has taken (or omitted to take) as a result of the Client, its consultants or subcontractors requesting Capita to do so.
- 10.5 The parties shall each be subject to a general duty to mitigate their Losses (including under any indemnity).
11. **FINANCIAL CRIME**
- Each party shall comply with all Applicable Laws relating to financial crime including the Bribery Act 2010, Companies Act 2006, Fraud Act 2006, Proceeds of Crime Act 2002, Criminal Finances Act 2017, Theft Act 1968 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017. Breach of this Clause 11 (Financial Crime) shall be deemed to be a material breach under Clause 7.1(A) (Termination).
12. **ASSIGNMENT**
- Neither party shall deal with, novate, assign, transfer, mortgage, charge or delegate any of its rights and obligations under (each a "**Transfer**") the Agreement without the other party's prior written consent (not to be unreasonably withheld), save that Capita may, without Client's prior consent, subcontract to any third party and may Transfer any of its rights and obligations under the Agreement to a Group member.
13. **GENERAL**
- 13.1 Save as otherwise expressly provided in this Agreement, no amendment, variation or modification to the Agreement shall be valid unless in the written form of a variation agreement until duly executed by each party's authorised representative.
- 13.2 A waiver of any right or remedy under the Agreement or at law shall only be effective if given to the other party in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 13.3 Notices under the Agreement shall be in writing and be delivered by hand, pre-paid first-class post, next Working Day delivery service or email to the address specified at the start of the Agreement. Neither party shall use email for serving on the other party any notices alleging or specifying a breach of the Agreement or to serve any proceedings or documents involved with any legal action. Notices shall be deemed to be served if: (a) by hand, when delivered; (b) by pre-paid first-class post

or next Working Day delivery service, at 9am on the next Working Day after posting; or (c) if email, at the time of transmission.

- 13.4 Neither party shall be liable to the other party for any delay or failure to perform under the Agreement due to the occurrence of a Force Majeure Event, provided that the affected party shall: (a) promptly notify the other party in writing; (b) use all reasonable endeavours to mitigate during such occurrence; and (c) resume performance of its obligations as soon as reasonably possible. Where the affected party is prevented or delayed by a Force Majeure Event for at least 90 days, then the non-affected party may terminate the Agreement upon serving 30 days' written notice to the affected party.
- 13.5 Nothing in the Agreement is intended to create a partnership or any legal relationship that would impose liability on one party for the act or failure to act of the other party.
- 13.6 The Agreement contains the entire understanding between the parties and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written regarding its subject matter. Nothing in this Clause 13.6 (General) shall operate to exclude any liability for fraudulent misrepresentation, fraudulent misstatement or fraud.
- 13.7 The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999. The rights of the parties to rescind or vary the Agreement are not subject to the consent of any other person.
- 13.8 The Agreement and any contractual and non-contractual disputes arising out of it shall be governed and construed by the laws of England. The courts of England shall have exclusive jurisdiction to settle any such dispute or claim, except that each party shall be entitled to seek injunctive or other relief in any jurisdiction where a breach of the Agreement is threatened to occur or has occurred.

[Remove this Appendix if the scope of work does not involve processing of personal data]

APPENDIX PROTECTION OF PERSONAL DATA

1. Data Protection

- 1.1 Capita and Client will comply with Data Protection Legislation when processing Personal Data under the Agreement.
- 1.2 The scope of the processing carried out by Capita under the Agreement is as set out in the Statement of Work.
- 1.3 Capita confirms that, when acting as processor for Client in relation to Personal Data, Capita shall:
 - (A) only process Personal Data on the documented instructions of Client (as set out in, or varied from time to time in accordance with, the Agreement, and which shall include the provision of the Services) unless required to process that Personal Data for other purposes by Applicable Law. Where such a requirement is placed on Capita it shall provide prior notice to the Client unless the relevant law prohibits the giving of notice on important grounds of public interest;
 - (B) inform Client if, in its opinion, Client's instructions would be in breach of Data Protection Legislation;
 - (C) provide reasonable assistance (taking into account the nature of the processing undertaken by Capita) to Client to respond to requests from individuals exercising their rights under Data Protection Legislation;
 - (D) promptly notify Client if it receives a request from an individual attempting to exercise their rights under Data Protection Legislation; and
 - (E) provide reasonable assistance (taking into account the nature of the processing undertaken by, and information available to, Capita) to Client to conduct a data protection impact assessment (and any related consultations) where required under Data Protection Legislation,and Client shall reimburse Capita's costs in providing assistance under paragraph (E) Schedule 1 Part A1.3(C) or Schedule 1 Part A1.3(E) above.
- 1.4 At the request of Client, Capita shall make available to Client all information necessary to demonstrate Capita's compliance with paragraphs 1 to 4 of this Appendix when processing Personal Data ("**Documentary Evidence of Compliance**"). Capita shall allow Client to review such Documentary Evidence of Compliance (either itself or using a reputable auditor nominated by Client and approved by Capita (such approval not to be unreasonably withheld or delayed)) in order to audit Capita's compliance under paragraphs 1 to 4 of this Appendix.
- 1.5 On termination of the Agreement and at the option of Client, Capita shall promptly return or delete any Personal Data and certify in writing that it has done so. Without prejudice to any other provisions of the Agreement, Capita may retain a copy of Personal Data where required by Relevant Law but must delete Personal Data when that obligation ceases to apply. Notwithstanding the foregoing, Capita shall only be required to use reasonable endeavours to delete copies of Personal Data held in backup or disaster recovery systems.
- 1.6 Client acknowledges and agrees that provision of the Services by Capita may involve Restricted International Transfer(s) of Personal Data. At the request of Capita, Client shall enter into Standard Contractual Clauses with

such third parties as Capita reasonable specifies, completed in such manner as Capita may reasonably specify.

2. Data Security

- 2.1 Capita shall implement appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access. That shall include:
 - (A) ensuring any of its employees or agents or other persons to whom it provides access to Personal Data are obliged to keep it confidential;
 - (B) the use of pseudonymisation and encryption of Personal Data, where appropriate;
 - (C) measures to ensure the ongoing confidentiality, integrity, availability and resilience of Capita's systems and services, where appropriate;
 - (D) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident, where appropriate;
 - (E) a process for regularly testing, assessing and evaluation the effectiveness of technical and organisational measures for ensuring the security of the processing of Personal Data; and
 - (F) providing reasonable assistance (taking into account the nature of processing undertaken by Capita) to Client to comply with its own data security obligations under Data Protection Legislation (and Client shall reimburse Capita's costs in providing this assistance).
 - 2.2 Capita shall notify Client without undue delay should it become aware of a security breach leading to the accidental or unauthorised loss, alteration or disclosure of Personal Data.
- ### **3. Use of Sub-Processors**
- 3.1 Client provides a general authorisation to Capita to engage sub-processors to process Personal Data. Capita shall provide Client with a list of those sub-processors. Capita shall give Client prior notice of any intended additional to or replacement of those sub-processors.
 - 3.2 Capita shall ensure that it has a written contract with any sub-processors it engages to process Personal Data. That contract must impose obligations on the sub-processor at least equivalent to those set out in paragraphs 1 to 4 of this Appendix.

4. Client Provided Data

Without prejudice to paragraph 1.1 of this Appendix, Client will ensure that it:

- (A) collects and discloses all Personal Data to Capita in accordance with Data Protection Legislation when using the Services, including when accessing any Capita systems or portals as may be provided to Client under the Agreement; and
- (B) has all necessary and appropriate consents and notices in place to enable lawful transfer of the Personal Data to Capita for the duration and purposes of the Agreement so that Capita may lawfully use, process and transfer the Personal Data in accordance with the Agreement on Client's behalf.