

## AGREEMENT FOR THE SUPPLY OF TECHNOLOGY SERVICES TO EXCEPTION

### Parties:

1. **EXCEPTION LIMITED**, a company incorporated in Scotland under the Companies Acts (Company Number SC239401) and having its Registered Office at 3 Lochside Way, Edinburgh EH12 9DT (hereinafter referred to as "Exception"); and
2. **JVC SOLUTIONS LIMITED**, a company incorporated in England and Wales under the Companies Acts (Company Number 10070741) and having its Registered Office at 3 Giant Group Plc, Harbour Exchange Square, London, E14 9TQ (the "Contractor").

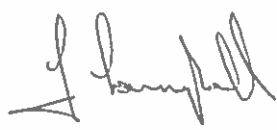
### Whereas:

- A. The Client has awarded, or will award, a contract to Exception to perform work for the Client.
- B. Exception now wishes to sub-contract all or some of that work to the Contractor.

Once this document is signed by Exception and the Contractor and the Contractor Personnel then that forms a legally binding agreement/contract ("the Agreement") between Exception and the Contractor on the basis of:

- i) Part 1 of the Schedule to this document (the Exception Terms for Purchase of Contractor Services) ("the Terms of Business" or the "Terms")), and
- ii) Part 2 of the Schedule to this document ("the Contract Specific Terms"), and
- iii) Part 4 of the Schedule to this document ("the Client Security Schedule")

and provided that it there is a conflict between those documents then the order of prevalence (greatest first) is: the Contract Specific Terms, the Terms of Business, and the Client Security Schedule.

Signed for and on behalf of	Contractor	Exception
Signature		
Name (print)	J CAMPBELL	
Job Title (print)	DBA	
Date of signature (print)	15/02/2019	


**Confirmatory Signature by the Contractor Personnel**

Note the Contractor Personnel are not parties to the Agreement between Contractor and Exception, and that Agreement between Contractor and Exception does not create legally binding obligations on (or rights for) Contractor Personnel.

However, in terms of Exception's agreement with the Client each individual Contractor Personnel is required to confirm his/her compliance with certain limited clauses of that Agreement, e.g. relating to confidentiality, and to make certain other confirmations.

I confirm in a personal capacity to Exception and the Client that:

1. I will comply with the obligations of the Contractor under the Client Security Schedule and the following clauses of the Terms (as if each reference in the relevant clause to "the Contractor" is a reference to me, but provided I have no obligation to procure/ensure compliance by other Contractor Personnel): 8 (Confidential Information and Intellectual Property Rights etc.), 6.3, 6.6, 6.7, 7.3, 7.5, 7.6, 7.7 and 17;
2. I am not, and will not be as a result of performing services under the Agreement, an employee of Exception or the Client and I have no personal rights under the Agreement; and
3. my signature of this document creates legal obligations binding on me.

Signed by	Contractor Personnel
Signature	
Name (print)	J CAMPBELL
Address (print)	6 HEATHER DRIVE LEWZIE 966 4UF
Date of signature (print)	15/02/2019