

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)		
Job Title (print)		
Date of signature (print)		

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)	
Address (print)	
Date of signature (print)	

**This is the Schedule referred to in the Agreement for the Supply of Technology Services to
Exception between Exception and the Contractor.**

PART 1

EXCEPTION TERMS FOR PURCHASE OF CONTRACTOR SERVICES

1. INTERPRETATION

1.1 The following terms have the meaning given to them in Part 2 of the Schedule (as defined below):
"Contractor", "Client Project", "Daily Rate", "Start Date", "End Date", "Location", "Terms of Business", "Terms" and "Agreement".

1.2 Unless the context otherwise requires the following words or phrases will bear the following meaning:

Client Group means collectively the Client and members of the Client's group of companies.

Contractor Entities means: i) the Contractor; ii) the Contractor Personnel; iii) any entity (including a limited company) that is under the effective control of one or more Contractor Personnel; and iv) any employee, director, agent, contractor and/or, sub-contractor of the Contractor or of an entity (including a limited company) that is under the effective control of one or more Contractor Personnel.

Contractor Personnel means the individuals identified as Contractor Personnel in Part 2 of the Schedule, plus any Substitutes.

Client Report means the individual at the Client responsible for day to day management of the Services.

Deliverables means the Deliverables (if any) specified in Part 2 of the Schedule, or any deliverable requested by the Client as part of the Services.

Exception Entities means: i) Exception and its related companies; iii) any employee, director, agent, contractor and/or, sub-contractor of Exception (but in all cases excluding any Contractor Entity).

Intellectual Property Rights or IPRs means the following types of property and/or rights as granted in any jurisdiction: (i) patents; (ii) registered trade marks; (iii) registered design rights; (v) applications for, and rights to apply for the property/rights listed in items (i) to (iii) (inclusive) above; (vi) copyrights (including copyrights in computer software); (vii) database rights; (viii) unregistered design rights; (xii) any rights of action in relation to confidential information and/or know-how; and (xiii) any rights of action in relation to trade names, trading styles, logos, product packaging and/or domain names.

Parties means (collectively) Exception and the Contractor, and "Party" shall be construed accordingly.

Services has the meaning set out in Clause 3.1

Substitute means substitute for the then current Contractor Personnel as appointed under Clause 6.8 of these Terms.

Term means the period between: i) the Start Date; and ii) the End Date (or if earlier) the date of termination of the Agreement.

Timesheet means a timesheet in the format as set out in Part 3 of the Schedule (or such other format as agreed to by Exception).

Person Day means the provision of Services by a Contractor for a minimum of 8 hours during a day.

Working Day (unless specified otherwise in Part 2 of the Schedule) means any day from Monday to Friday (inclusive), which is not a public holiday at the Location.

Working Hours (unless specified otherwise in Part 2 of the Schedule) means between 0800 to 1800 on a Working Day.

1.3 In the Agreement:-

1.3.1 words denoting the singular shall include the plural and vice versa, words denoting a gender shall include all genders, and words denoting persons shall include corporations and all other legal entities;

1.3.2 the clause headings (and any cross-reference to a clause heading) are inserted for ease of reference, and shall not themselves create legal rights or obligations, and shall not affect the interpretation or construction of the Agreement;

1.3.3 reference to a statute or statutory provision includes:

- (a) any subordinate legislation (as defined in Section 21(1), Interpretation Act 1978) made under it;
- (b) any repealed statute or statutory provision which it re-enacts (with or without modification); and
- (c) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it,

(in each case) whether before or after the date of the Agreement;

1.3.4 in Clause 1.3.3 above the concepts of re-enactment or supersession of a statute or statutory provision (in this clause collectively "legislation") includes the re-enactment or supersession of legislation issued by the UK Parliament (or under its authority) with/by any legislation issued by the Scottish Parliament (or under its authority) or any successor to the UK Parliament (or under such successor's authority), and also includes the replacement of legislation which applied to the entire UK (as it was constituted in November 2013) with legislation that applies to part or parts of the UK (as it was constituted in November 2013);

1.3.5 any references to any Scottish legal term for any intellectual property right, action, remedy, method of judicial proceeding, legal document, legal status, court official or any legal concept

or thing shall in respect of any jurisdiction other than Scotland be deemed to include what most nearly approximates in that jurisdiction to the Scottish legal term; and

- 1.3.6 the meaning of general words is not to be restricted by any particular examples preceding or following those general words and any use of the word "including" (or similar) is without limitation.

2. **COMMENCEMENT & DURATION**

- 2.1 The Agreement will commence on, or be deemed to have commenced on, the Start Date or such other date as is agreed in writing between Exception and the Contractor and shall remain in full force and effect until the earlier of :

- 2.1.1 the End Date;
- 2.1.2 completion of the Services; or
- 2.1.3 termination of the Agreement in accordance with Clause 12 (Termination).

- 2.2 Where performance of the Services for the Client is dependent upon:

- 2.2.1 satisfactory credit references and/or approvals or certificates from relevant authorities being obtained; and/or
- 2.2.2 the granting of security clearances; and/or
- 2.2.3 the granting of other regulatory consents or documents,

then the Agreement will not commence (and no obligations shall be enforceable against Exception) until all such clearances, approvals, references, certificates and consents are obtained, and the Contractor will not be entitled to any payment prior to such date (whether under contract or otherwise).

3. **SERVICES**

- 3.1 The Contractor will ensure that during the Term the then current Contractor Personnel will (unless otherwise requested by Exception or the Client in writing):

- 3.1.1 attend at the Location during Working Hours;
- 3.1.2 work full time on the Client Project during those Working Hours;
- 3.1.3 perform the services described in the Contract Specific Terms, or such other IT services in relation to the Client Project as requested by Exception from time to time;
- 3.1.4 comply with the reasonable requests of Exception in relation to the Client Project and/or such work; and
- 3.1.5 work on the production of the Deliverables,

(collectively "**the Services**").

- 3.2 The Contractor hereby confirms that it is, and each Contractor Personnel will be, suitably qualified, skilled and experienced to provide the Services and will comply in all respects with Exception's requirements.
- 3.3 Any services provided by the Contractor to the Client during the Term which are outside the scope of the Agreement, must be authorised by Exception prior to any such services being carried out.
- 3.4 Exception is under no obligation to offer additional contracts or work (additional to this agreement and/or services) to the Contractor. The Contractor is under no obligation to accept or perform any such additional Services.

4. **TIMESHEETS**

- 4.1 The Contractor will submit on the day after either a) the last Working Day of every calendar month; or b) the last Friday of every month (as specified by Exception), one or more completed Timesheets to Exception. Those Timesheets shall be completed to accurately record the time spent of the Services by each Contractor Personnel in that month.
- 4.2 All Timesheets must be completed by the Contractor and countersigned by the Client Report. Failure to submit Timesheets timeously to Exception shall constitute a breach of this Agreement. Exception shall have no obligation to pay the Contractor for any Time Costs (as defined in Clause 5.1 below) unless and until it has received a Timesheet for the relevant time signed by the Client Report in accordance with this Clause 4.

5. **FEES AND TRAVEL EXPENSES**

- 5.1 In consideration for performance of the Services Exception will pay to the Contractor the relevant Daily Rate in respect of each Person Day spent by a Contractor Personnel in performing the Services ("**Time Charge**") plus the related expenses described in Part 2 of the Schedule (if any) and provided the expenses were reasonably and properly incurred in the course of performing the Services ("**Expenses**").
- 5.2 Provided it has submitted the relevant Timesheets in accordance with Clause 4 the Contractor may invoice Exception for the Time Charge and Expenses (plus VAT where applicable) monthly in arrears (but no quicker/earlier).
- 5.3 Invoices will be addressed to Exception as specified in Part 2 of the Schedule. Each invoice must be consistent with the Timesheets for the relevant period submitted by the Contractor under Clause 4. Where an invoice includes Expenses then unless requested otherwise by Exception the Supplier shall provide receipts for the relevant Expenses as an attachment to the invoice. To be clear where an invoice is issued by the Contractor that does not meet the invoicing requirements set out in this Clause 5 then: i) Exception shall not be in breach of this Agreement if it does not pay, or delays payment of, that invoice; and ii) no interest shall be payable under or in respect of that invoice.

- 5.4 Exception will pay the Time Charges and/or Expenses set out in any invoice validly issued and sent in accordance with this Clause 5 no later than thirty (30) days following its receipt of that invoice (the "**due date**"), provided that such invoice is accompanied by such information as Exception reasonably requires to check that the amount invoiced is properly due in terms of this Agreement.
- 5.5 The Daily Rates are expressed exclusive of VAT. If the Contractor provides a valid VAT invoice then Exception will pay any applicable VAT on the Time Charge.
- 5.6 In the event that Exception fails to pay an invoice validly raised under this Agreement by its due date, then the Contractor shall be entitled to charge interest on the then outstanding amount on a daily basis at the rate of 2% per annum above the then base rate of the Bank of England both before and after judgement.
- 5.7 Exception may, without prejudice to any other rights it may have, set off any liability of the Contractor to Exception against any liability of Exception to the Contractor. Otherwise there is no right of set-off under or in relation to the Agreement.
- 5.8 The Contractor must notify Exception, within 14 days of receiving payment of a Time Charge or any Expenses, of any mistake or error in the calculation of that Time Charge or those Expenses.
- 5.9 Exception will reimburse any underpayment within 14 days of receiving sufficient evidence from the Contractor that an underpayment error has been made.
- 5.10 If the Contractor ceases to provide the Services prior to the End Date (other than as requested by Exception) then the Contractor shall pay to Exception an amount equivalent to ten (10) times the Daily Rate (the "Early Termination Charge"). Exception may (at its sole discretion) waive its right to payment of the Early Termination Charge, for example where there are health reasons for the cessation of services. Exception may deduct any such Early Termination Charge that is due from any payments to be made by Exception to the Contractor under this Agreement. Alternatively, Exception may request in writing or by email that the Contractor pays that Early Termination Charge, and if Exception makes such a request then the Contractor shall pay that Early Termination Charge to Exception in cleared funds no later than seven (7) days after the Exception request. The right to receive an Early Termination Charge will not prevent or exclude (in each case) the exercise of any remedy of Exception arising from a breach of this Agreement.

6. **OBLIGATIONS OF THE CONTRACTOR**

- 6.1 The Contractor will :
 - 6.1.1 provide all labour, materials, plant and equipment required for the execution, completion and maintenance of the Services;
 - 6.1.2 inform and report to Exception forthwith upon the occurrence of any event or circumstance that may immediately or in the future, impede or affect the proper and timely execution of the Services; and

- 6.1.3 take all steps to safeguard the safety of the Contractor Personnel and the safety of any other person who may be affected by their actions.
- 6.2 The Contractor will, and will ensure that each Contractor Personnel will, perform the Services:
 - 6.2.1 using reasonable skill and care;
 - 6.2.2 in compliance with all applicable law;
 - 6.2.3 in compliance with all codes of practice (or similar) applicable to the Services;
 - 6.2.4 in a professional and workmanlike manner in every respect;
 - 6.2.5 where there is a timetable (or similar) in Part 2 of the Schedule or a timetable (or similar) is agreed with the Client, in accordance with such timetable;
 - 6.2.6 in cooperation with the Client's employees, consultants and other suppliers;
 - 6.2.7 in the United Kingdom (unless otherwise specified in Part 2 of the Schedule);
 - 6.2.8 in accordance with good industry practice for the IT industry;
 - 6.2.9 ensuring all deliverables and milestones are met in accordance with the Client's and Exception's requirements for the execution of the contracted services; and
 - 6.2.10 in compliance with any reasonable policies and/or procedures of the Client Group notified to the Contractor/Contractor Personnel by Exception.
- 6.3 The Contractor will, and will ensure that each Contractor Personnel will not engage in any behaviour detrimental to the interests of Exception or the Client Group. The Contractor will not, and will ensure that Contractor Personnel do not, accept any commission or gift or financial benefit from any supplier or potential supplier to a member of the Client Group (other than payment under this Agreement) in relation to the Services.
- 6.4 The Contractor will maintain at all times and at its own expense:
 - 6.4.1 Employers' Liability Insurance of at least £1m per claim; and
 - 6.4.2 Public Liability Insurance or Professional Indemnity Insurance of at least £1 million per claim, and at least once every 12 months the Contractor shall produce evidence of such insurances (including certificates from insurers of good standing and proof of payment of premiums) to Exception.
- 6.5 Unless otherwise agreed between Exception and the Contractor from time to time (such agreement not to be unreasonably withheld or delayed by Exception), the Contractor shall ensure that Contractor Personnel provide services during the Term on an exclusive basis to Exception (via the Contractor). Exception does not undertake to use the Contractor exclusively in the provision of services to the Client in relation to the Client Project (or otherwise) and Exception may, at its sole discretion, perform itself, or retain third parties to perform, any such services.

- 6.6 As used in this clause "**the Lockout Period**" is the period from the Start Date until 6 months after the end of the Term. During the Lockout Period the Contractor shall not, and will ensure that no Contractor Entity shall, (in each case) without the prior written consent of Exception:
- 6.6.1 accept any offer of employment with the Client (or a related company of the Client) where the day to day tasks of that employment are substantially similar to all or part of the Services; or
 - 6.6.2 enter into any contract to supply IT services to the Client (or a related company of the Client) whether directly, or as a sub-contractor to a competitor of Exception.
- 6.7 The Contractor will ensure that Contractor Personnel will provide a personal undertaking to comply with all of the reasonable requirements of the Client Group, including, but not limited to, any of the Client Group's rules, requirements or procedures relating to health and safety, security, confidentiality and Intellectual Property Rights.
- 6.8 The Contractor has the right to appoint a suitably qualified and skilled substitute to perform the Services instead of the then current Contractor Personnel (each a "**Substitute**"), provided that the Substitute shall be required to enter into direct undertakings with the Client as specified by Exception with regard to confidentiality and Intellectual Property Rights (in each case) prior to the date he/she starts to provide the Services. If the Contractor provides a Substitute: i) then the Substitute becomes Contractor Personnel; ii) and the Contractor shall continue to invoice Exception in accordance with Clause 5; iii) and the Contractor shall be responsible for the remuneration of the Substitute and iv) the Contractor shall be responsible for all costs associated with providing the Substitute. The Services may only be performed by the individuals identified as Contractor Personnel in Part 2 of the Schedule, or an individual approved as a Substitute under this Clause 6.8.
- 6.9 If at any time the Contractor fails to provide the Services in the manner and at the times as set out in this Agreement then the Contractor shall, immediately upon the request of Exception, but at no additional cost to Exception, take all necessary steps, including but not limited to, the substitution of defective equipment, the provision of additional equipment and/or labour, changes in the method and manner of performance, and other measures as reasonable required by Exception in order to correct that failure. Any such request by Exception shall be without prejudice to any other rights and remedies Exception may have under this Agreement and shall not be a waiver or variation of Exception's rights

7. **STATUS**

- 7.1 The Contractor shall act as an independent contractor with respect to the Services and shall exercise control, supervision, management and direction as to the method and manner of performing the Services. The previous sentence is without prejudice to the obligation of the Contractor to provide the Services in accordance with this Agreement.
- 7.2 The Contractor is an independent contractor and neither the Contractor nor anyone employed by a Contractor Entity nor any director or member of a Contractor Entity shall be deemed for any purpose to

be an employee, agent, partner, servant or representative of an Exception Entity or the Client or any member of the Client Group.

7.3 This Agreement is NOT a contract of employment and accordingly the Contractor shall be fully responsible for all Employment Liabilities in relation to the Contractor Personnel and/or Contractor Entities. The Contractor shall indemnify Exception in respect of any Employment Liabilities in relation to any Contractor Personnel or Contractor Entity (in all cases) that any Exception Entity and/or any member of the Client Group (in each case) may suffer or incur, including where a court, tribunal, or Government authority holds that a Contractor Personnel is or was: i) an employee of either an Exception Entity or a member of the Client Group; or ii) an agency worker (or similar). As used in this Clause **"Employment Liabilities"** means costs, claims, fines, liabilities and expenses (including legal expenses) of any nature arising out of the employment or engagement of an individual and/or the termination thereof including:

7.3.1 under or in relation to unfair dismissal, redundancy, unlawful discrimination, breach of contract, pay, sick pay, holiday pay, the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE"), unlawful deduction of wages, the Working Time Regulations 1998, the Agency Workers Regulations 2010 and/or equal pay; and/or

7.3.2 under or in relation to any income tax, National Insurance, pension or social security payment and/or contributions and/or obligations.

7.4 Exception may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Contractor.

7.5 Exception and the Contractor have agreed to opt out of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the **"Conduct Regulations"**) on the basis that this Agreement is made with the Contractor as a company rather than an individual. The Contractor agrees that the Contractor is not, and no Contractor Personnel is, an agency worker for the purposes of the Agency Workers Regulations 2010 (or otherwise).

7.6 By signature of this Agreement, the Contractor hereby notifies Exception that it wishes to opt out of the Conduct Regulations and acknowledges and confirms to Exception that it has taken appropriate advice as to whether to opt out of the Conduct Regulations.

7.7 **Note : This Clause 7.7 only applies if the Client is a public sector body.** This Clause 7.7 relates to: i) Part 2 (Intermediaries – worker's services provide to public authorities) of The Social Security Contributions (Intermediaries) Regulations 2000 (as inserted by the Social Security Contributions (Miscellaneous Provisions No.2) Regulations 2017) (**"IR35 Public Sector NI Regulations"**); and ii) Chapter 10 (Workers' Services Provided to the Public Sector Through Intermediaries) of the Income Tax (Earnings and Pensions) Act 2003 (**"ITEPA"**) (as added by the Finance Act 2017) (**"IR35 Public Sector PAYE Regulations"**), (the legislation referred to in i) and ii) is in this clause collectively known as the **"IR35 and Public Sector Regulations"**). If the Client is a public authority (as defined in the IR35 and

Public Sector Regulations) and the: i) the conditions in section 13(1) of the IR35 Public Sector NI Regulations are met in relation to the Contractor Personnel, or ii) that the conditions in section 61M(1) of ITEPA are met in relation to the Contractor Personnel then:

- 7.7.1 the Parties agree that as between the Parties the Contractor will either be the “fee-payer” in terms of IR35 and Public Sector Regulations, or a direct employer of the Contractor Personnel; and
- 7.7.2 as such the Contractor undertakes to comply with any obligations on such a fee-payer or employer under the IR35 and Public Sector Regulations and applicable law, including those in relation to payment of tax and/or national insurance (and payment of such amounts are also “Employment Liabilities” for the purposes of Clause 7.3); and
- 7.7.3 no later than 7 days following a request from Exception the Contractor will provide to Exception evidence that the Contractor has complied with its obligations under this Clause and the IR35 and Public Sector Regulations, and the Contractor hereby permits Exception to share that information with the Client and/or any other relevant body (and the Contractor will ensure that the relevant Contractor Personnel have consented to such disclosure and sharing of the relevant information).

8. **CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS (INCLUDING COPYRIGHT)**

8.1 The Contractor agrees that it will maintain as confidential:

- 8.1.1 all information received by the Contractor and/or Contractor Personnel (in each case) from an Exception Entity or a member of the Client Group or another supplier to a member of the Client Group (in all cases) in relation to this Agreement and/or the Services including but not limited to:
 - (a) all documentation, information and other materials (including all oral and visual information, and all information recorded in writing or electronically, or in any other medium or by any other method);
 - (b) all information relating to Intellectual Property Rights, software, software licences, technology estate, operations, processes, plans, intentions, product information, know-how, designs, trade secrets, market opportunities, customers and business affairs;
- 8.1.2 any Deliverable and/or work product created or contributed by the Contractor in the course of providing the Services;
- 8.1.3 the existence and terms of the Agreement and the Terms; and
- 8.1.4 the nature of the Services.

(collectively "**the Confidential Information**").

8.2 Notwithstanding the generality of the foregoing the Contractor will, and will ensure that the Contractor Personnel will:

- 8.2.1 use the Confidential Information only if and to the extent necessary for the purposes of providing the Services or otherwise performing the Contractor's obligations and/or exercising the Contractor's rights under this Agreement;
- 8.2.2 not disclose the Confidential Information to any person other than an Exception Entity or the Client;
- 8.2.3 not allow access to any copy of the Confidential Information in its possession or control;
- 8.2.4 immediately notify Exception if it knows or suspects a party other than the Client has obtained access to Confidential Information;
- 8.2.5 not make copies of Confidential Information (unless and to the extent directed to by the Client);
- 8.2.6 not reverse compile, copy or adapt all or any part of the Confidential Information (unless and to the extent directed to do so by the Client);
- 8.2.7 not assign, transfer, sell, lease, rent, charge or otherwise deal in or encumber Confidential Information (or purport to do any of those things);
- 8.2.8 not remove or alter any copyright or other proprietary notice on /in any of Confidential Information;
- 8.2.9 not permit any third party to access, use or otherwise deal in any copy of Confidential Information in its possession or control (or the access to which is in its possession or control); and
- 8.2.10 take all such other steps as are reasonable to protect Confidential Information and other rights of Exception or the Client.

8.3 The Contractor will, where requested by Exception or the Client

- 8.3.1 execute legally binding confidentiality undertakings (on broadly similar terms to this Clause 8) in favour of Client and/or a member of the Client Group, and/or
- 8.3.2 ensure that Contractor Personnel execute legally binding confidentiality undertakings (on broadly similar terms to this Clause 8) in favour of Client and/or a member of the Client Group.

All costs incurred under this clause will be met by the Contractor.

8.4 As used in this Clause "**Foreground IPRs**" means each IPR created by the Contractor and/or a Contractor Personnel (in each case) in the course of performing the Services. The Contractor hereby

assigns (partially by way of a future assignation of IPRs on creation) the entire right title and interest in each Foreground IPR to Exception. The Contractor warrants that as a result of that assignation Exception will obtain valid and unencumbered title to each Foreground IPR free from any third party rights. The Contractor hereby undertakes, at the request of Exception to execute (and to ensure that Contractor Personnel execute) all documents, forms and authorisations required to transfer full title to each Foreground IPR to Exception (or (if requested by Exception) the Client or a member of the Client Group).

- 8.5 All property, software and other materials supplied by the Client or a member of the Client Group or another supplier to a member of the Contractor Group (in each case) to the Contractor or a member of Contractor Personnel (in each case) in relation to the Agreement ("**Client Property**") will be the property of the Client and the Contractor will return/deliver the same together with all products and materials created in providing the Services (in each case) to the Client or Exception at the request of Exception or the Client. The Contractor will not, and will ensure that Contractor Personnel do not, sell, lease, transfer possession of and/or encumber any Client Property.
- 8.6 The Contractor further agrees that it shall waive all moral rights arising in connection with the provision of the Services, and it shall ensure that all Contractor Personnel shall also waive all moral rights arising in connection with such provision in favour of Exception.
- 8.7 The Contractor warrants to Exception that it has the right to assign the Foreground IPRs in accordance with this Agreement, the Contractor is not insolvent and has not granted any licence of, or security rights over, a Foreground IPR.
- 8.8 The Contractor will, and will ensure that each Contractor Personnel will:
 - 8.8.1 not use any materials protected by pre-existing Intellectual Property Rights ("**Background IPR**") in the provision of the Services without the written authority of the third party and Exception or the Client; and
 - 8.8.2 present the Deliverables to the Client upon fulfilment of the Agreement or at such time as the Client may require.
- 8.9 If any item produced or delivered by or on behalf of the Contractor in the course of providing the Services includes, or is protected by, a Background IPR then the Contractor hereby grants Exception an irrevocable right to use such Background IPR, with the right to grant sub-licences of that right (including) to the Client and members of the Client Group. Exception may transfer that licence to a member of the Client Group.
- 8.10 The Contractor indemnifies Exception against all loss, liability and/or expense suffered or incurred by: i) an Exception Entity, ii) the Client and/or iii) a member of the Client Group (in each case) to the extent arising from a claim that the possession, use or exploitation of any item provided or created (in each case) by the Contractor in the course of providing the Services infringes an IPR.

9. **FORCE MAJEURE**

- 9.1 Exception will not be liable for any failure to meet its obligations under this Agreement to the extent that failure is a result of circumstances beyond the reasonable control of Exception.

10. **ASSIGNATION**

- 10.1 The Contractor will not assign or otherwise transfer all or any of its rights or obligations under the Agreement without the prior written agreement of Exception.
- 10.2 Exception has the right to assign or otherwise transfer all or any of its rights or obligations under the Agreement.

11. **EXCLUSIONS AND LIMITATIONS OF LIABILITY**

- 11.1 Nothing in the Agreement limits or excludes the liability of either Party: i) for death or personal injury; or ii) for fraud.
- 11.2 Subject to Clause 11.1, Exception shall have no liability whatsoever to the Contractor arising under, or in relation to the subject matter of, the Agreement (whether for breach of contract, delict (including, but not limited to negligence), or any breach of statutory duty or otherwise) for any of the following losses or damages:
- 11.2.1 any loss of profit;
 - 11.2.2 any loss or damage to goodwill;
 - 11.2.3 any loss of anticipated savings;
 - 11.2.4 any loss of revenue;
 - 11.2.5 any special loss;
 - 11.2.6 any indirect loss; and/or
 - 11.2.7 any consequential losses or damages
- 11.3 Without prejudice to Clause 11.1, Exception's total aggregate liability to the Contractor arising under, or in relation to the subject matter of, the Agreement (whether for breach of contract, delict (including, but not limited to negligence), or any breach of statutory duty or otherwise) shall not exceed
- 11.3.1 in respect of any event (or series of connected events) 125% of the amounts paid or payable to the Contractor by Exception in respect of the period of one month prior to that event (or in relation to a series of connected events, the period on one month prior to first of those connected events); and

- 11.3.2 in respect of all events in any three month period 125% of amounts paid or payable to the Contractor by Exception in respect of that three month period; and
- 11.3.3 otherwise 100% of amounts paid or payable to the Contractor by Exception in respect of the first 6 months of the Term.
- 11.4 The Contractor will not sue any Exception Entity other than Exception under, or in relation to the subject matter of, the Agreement. The Contractor will ensure that no Contractor Entity will sue any Exception Entity (other than Contractor suing Exception) under, or in relation to the subject matter of, the Agreement. The Contractor indemnifies Exception against all loss, liability and/or expense (in each case) suffered by an Exception Entity as a result of a breach of this Clause by the Contractor.
- 11.5 Exception will have no liability to the Contractor for any loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by the Contractor which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non arrival, or any other fault, act or omission of the Contractor.
- 11.6 All implied warranties and/or implied conditions and/or implied terms (whether implied by statute or otherwise) are excluded from the Agreement to the fullest extent permitted by law.
- 12. **TERMINATION**
- 12.1 Exception may terminate the Agreement forthwith without notice at any time if:
 - 12.1.1 A member of the Client Group requests the Contractor is no longer involved in the provision of the Services (or services) to the Client;
 - 12.1.2 the agreement between Exception and the Client (or a member of the Client Group) relating to the provision of the Services is terminated for any reason whatsoever;
 - 12.1.3 the Contractor breaches the Agreement;
 - 12.1.4 references, approvals, certificates, clearances or consents referred to in Clause 2.2 are not obtained within 30 days from the Start Date;
 - 12.1.5 Career or personal references are unsatisfactory to either Exception or the Client;
 - 12.1.6 the then current Contractor Personnel is/are no longer able to provide the Services and a replacement acceptable to Exception and the Client cannot be provided by the Contractor;
 - 12.1.7 the Contractor or a Contractor Personnel suffers an insolvency event (such as but not limited to administration, liquidation or any similar event); or
 - 12.1.8 the Contractor ceases trading, or threatens to cease trading.
- 12.2 Termination will be effective from the date the Contractor is notified either verbally or in writing by Exception.

12.3 In all other circumstances, Exception may terminate the Agreement for whatever reason by giving written notice of:

12.3.1 1 calendar day where the contracted Term is 8 weeks or less;

12.3.2 2 calendar days where the contracted Term is longer than 8 weeks but less than or equal to 26 weeks; or

12.3.3 3 calendar days where the contracted Term is longer than 26 weeks duration.

12.4 Any termination of this Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination including Clauses 1 (Interpretation), 5 (Fees and Travel Expenses) but only in respect of invoices already issued at the point of termination and/or Services, 6.3, 6.4, 6.6, 7 (Status), 8 (Confidential Information and Intellectual Property rights), 9 (Force Majeure), 10 (Assignment), 11 (Exclusions and Limitations of Liability), 12 (Termination), 13 (Entire Agreement), 14 (Variation), 15 (No Partnership, Agency or Third Party Rights), 17 (Indemnity), 18 (Severance) and 19 (Law).

13. **ENTIRE AGREEMENT**

The Agreement constitutes the entire agreement between Exception and the Contractor in respect of its subject matter and supersedes any previous agreement or understanding in respect of its subject matter. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law. Neither party is relying on any representation other than expressly set out in writing in the Agreement. A Party's remedy in relation to such a representation is limited to damages for breach of contract.

14. **VARIATION**

14.1 The terms of the Agreement (including the Services) may only be varied by a written agreement signed by both parties.

14.2 Any waiver of Exception's rights under the Agreement must be in writing and signed by a director of Exception. No failure or delay by Exception in exercising its rights under the Agreement will be deemed to be a waiver of that right, and no waiver by Exception of any breach will be considered a waiver of any subsequent breach.

15. **NO PARTNERSHIP, AGENCY OR THIRD PARTY RIGHTS**

15.1 Nothing in the Agreement will create any relationship of employee and employer, agent and principal, partnership or joint venture between: i) any Contractor Entity and/or any Exception Entity; or ii) any Contractor Entity and any member of the Client Group.

15.2 It is agreed that no part of the Agreement will be enforceable by a third party and the Agreement can be rescinded or varied by agreement between Exception and the Contractor without the consent of any such third party. For the purposes of this clause a third party means any person who is not party to the Agreement.

16. **NOTICES**

16.1 Any notice required or permitted to be given by either party to the other under the Agreement will be in writing and sent by registered post addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice, and will be deemed to be given at the time of actual delivery or, if earlier, three business days after posting in the said manner.

17. **INDEMNITY**

17.1 The Contractor shall indemnify Exception against all loss liability and/or expense in each case suffered by an Exception Entity and to the extent arising from the default or negligence of, or breach of contract (including the Agreement) by, and/or breach of statutory duty (in each case) by a Contractor Entity.

18. **SEVERANCE**

18.1 If any provision of the Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part such provision shall be divisible from the other provisions of the Agreement and shall be deemed to be deleted. The validity of the other provisions of the Agreement and the remainder of the provision in question shall not be affected.

19. **LAW**

19.1 The Agreement is governed by the law of Scotland, and is subject to the exclusive jurisdiction of the Scottish Courts.

19.2 Notwithstanding the foregoing Exception may raise any claim against the Contractor under or in relation to the Agreement in any jurisdiction in which the Contractor is resident/domiciled.

PART 2
CONTRACT SPECIFIC TERMS

Contract Number	JCAMPBELL00208062018
Contractor Personnel	Jim Campbell
Description of services to be supplied	Oracle DBA
Daily Rate (ex VAT and Expenses)	£420
Expenses	Business expenses incurred must be pre-approved before expenditure by the Client, and may be claimed back at their cost monthly in arrears. You must have written approval from your Client Line Manager
Invoicing Requirements	Invoices to be submitted first working day of following month. Please ensure Contractor Personnel name is highlighted on invoice.
Client	Student Loans Company
Client Project	As defined by Client
Start Date	1 st April 2019
End Date	27 th September 2019
Location	100 Bothwell Street, Glasgow, G2 7JD

PART 3
TIMESHEET FORMAT

1. As issued by Exception Limited on commencement of the assignment.

PART 4

CLIENT SECURITY SCHEDULE

In this Part of the Schedule terms defined in other parts of the Agreement shall have the meanings given to them in those other parts of the Agreement.

In this Part of the Schedule “Client Information” shall mean all personal data (as that term is defined in UK data protection law) and any information (including Confidential Information (as defined in Clause 8 of Part 1 of the Schedule)), however it is conveyed or received, that relates to the business affairs, development, trade secrets, business plans, know-how, personnel and suppliers of any member of the Client Group together with any information derived from any of the above.

In this Part of the Schedule “Client Infrastructure” shall mean the hardware, software, peripherals, servers, applications, end user devices and server devices, network systems and equipment, (in each case) used by a member of the Client Group whether hosted internally or externally by the Client, a member of the Client Group or any third party.

In this Part of the Schedule “Virus” shall mean any program, code or programming instructions intentionally constructed with the ability to damage, adversely alter, adversely interfere with or otherwise adversely affect, computer programs, data files, equipment, software or operations, including Client Infrastructure or any other code typically designated to be a virus, worm, time or logic bomb, disabling code or routine key-logger, sniffer, backdoor or similar.

1. GENERAL SECURITY OBLIGATIONS

Use of Client Information

1. Except as otherwise agreed, the Contractor shall not and shall ensure that Contractor Personnel do not:
 1. collect, process or otherwise make use of Client Information or Client Infrastructure for any purpose other than that which is required in order to provide the Services in accordance with this Agreement;
 2. purport to sell, let for hire, assign rights in, declare a trust of or otherwise dispose of or commercially exploit any Client Information; or
 3. make any Client Information available to any third party other than as strictly required to provide the Services in accordance with the terms of this Agreement.
2. The Contractor shall not, and shall ensure that Contractor Personnel shall not, intercept, analyse or otherwise monitor the traffic which passes through Client Infrastructure.

2. SAFEGUARDING CLIENT INFORMATION

1. The Contractor shall, and shall ensure that Contractor Personnel shall, encrypt all Client Information held on any portable device (including but not limited to a laptop, CD and USB memory stick, back-up tapes and all other similar media) in compliance with good industry practice and in accordance with Client Group policies as notified to the Contractor from time to time.

2. The Contractor shall prevent:
 1. any unauthorised use, alteration or destruction of Client Information by the Contractor and/or Contractor Personnel; and
 2. the introduction of any Viruses into Client Infrastructure by the Contractor and/or Contractor Personnel.
3. The Contractor shall immediately notify the Client if the Contractor or a Contractor Personnel finds an actual or suspected Virus in:
 1. Client Infrastructure;
 2. any part of the Contractor's system to which Client Infrastructure interfaces; or
 3. anything delivered (or to be delivered) by or on behalf of the Contractor or its Contractor Personnel to the Client as part of the provision of Services.
4. If a Virus is introduced on to Client Infrastructure by the Contractor and/or Contractor Personnel, then the Contractor shall reimburse the Client for the costs and expenses that arise as consequence of the Client Group taking all actions required to remove the Virus and resolve the effects of such Virus.
5. The Contractor shall not, and shall ensure that Contractor Personnel shall not, (in each case) without the prior written consent of a duly authorised Client representative insert or allow the insertion of any code that would have the effect of disabling or otherwise shutting down all or any portion of Client Infrastructure.
6. Where the Contractor provides Services from a site where the Contractor also provides services to, or is shared with, a third party or parties, the Contractor shall at Client's request:
 1. restrict access to Client Information in any shared environment such that any person who does not require access to such information may not gain such access; and
 2. ensure that any Client Information stored on the Contractor's systems is logically separated from any third parties' data.

3. **SECURITY POLICY**

1. The Contractor must familiarise itself and Contractor Personnel with the Client Group's security policies. The Contractor shall, and shall ensure that Contractor Personnel shall, take all necessary steps to enforce those policies.

4. **SECURITY INCIDENT MANAGEMENT**

1. The Contractor must, and shall ensure that its Contractor Personnel will, report:
 1. an attack by a malicious code (e.g. Virus/worm);
 2. all security incidents (e.g. crime, breach of a Client security policy, and unauthorised access to Client Information) or security risks with respect to any aspect of the provision of the Services or the retention of Client Information;
 3. any observed or suspected security risks or security incidents in Client Infrastructure or any Contractor system or Contractor network that interconnects with Client systems or infrastructure or that retains Client Information;

4. any incident that may be indicative of larger, adverse security related events (for example, denial of services or Virus penetration) that Contractor or Contractor Personnel discover(s) or become(s) aware of during the provision of the Services; and
 5. any actual or attempted unauthorised access to or use of any of Client Infrastructure, Client Information or any sites, facilities, systems or other premises of Contractor used to provide the Services, each of which is a "**Security Incident**".
2. The Client Group's Security Incident management procedures (or similar) should be adhered to at all times. The Contractor should, and will ensure that each Contractor Personnel shall :
1. take all reasonable steps necessary to remedy any such Security Incident or protect Client Information, Client Infrastructure, or Contractor sites against any such potential or attempted breach or threat;
 2. take all reasonable steps necessary to prevent a similar Security Incident in the future;
 3. take all reasonable steps necessary to provide any assistance to any investigation that Client or a third party (appointed by Client) requires;
 4. where requested provide the Client with a written (within 5 Working Days of the conclusion of any Security Incident) and an oral report (immediately that Contractor becomes aware of the Security Incident), describing what Client Information has been accessed and/or removed as a consequence of any Security Incident, and all other details related to the nature of the Security Incident;
 5. where the security breach relates to Client Infrastructure, comply with all reasonable directions of the Client in connection with the remedy of the breach; and
 6. provide the Client with full details of the steps taken to remedy each actual, potential, threatened or attempted Security Incident.
3. The Contractor must understand, and must ensure that Contractor Personnel, understand the process and conditions under which it/they should, or are required to, invoke and execute the Client's Security Incident management procedures (or similar).
4. The Contractor shall, and shall ensure that Contractor Personnel shall, escalate Security Incidents to the relevant Client Report so as to promote active communication, even on issues of relatively minor concern.

5. **SECURITY AUDITS**

1. Exception reserves the right to inspect any aspect of the security arrangements and processes relating to the Contractor's provision of the Services (including the Contractor's security environment, arrangements, and processes used in the performance of Services) once in each 12 month period during the Term of the Agreement ("**Security Audits**").
2. The Client shall also have the right to conduct additional Security Audits in the following circumstances:
 1. Following an actual or potential Security Incident;
 2. If a Security Audit reveals a deficiency in a Client security policy;
 3. If the Client acting reasonably believes that the Contractor has failed to provide the Services in accordance with the security measures and obligations imposed on the Contractor under this Part of the Schedule.

3. Security Audits may include tests designed to breach a Client security policy and associated security measures (including security penetration testing) and shall be conducted with no less than 10 days' prior written notice.
4. Contractor will assist in any Security Audit and the Contractor will co-operate fully with any investigation relating to their operations.
5. If Exception or the Client reasonably believes that the results of a Security Audit identifies a weakness in the security measures adopted by the Contractor, the Contractor shall evaluate such weakness and provide a suitable solution to Exception or the Client's satisfaction within timescales agreed by either Exception or the Client.
6. Following a Security Audit:
 1. Exception may conduct an exit conference with the Contractor to confirm material facts identified in the Security Audit; and
 2. If a Security Audit demonstrates that the Contractor is failing to comply with this Agreement, the Contractor shall promptly take the steps necessary for it to comply with this Agreement within the timescales as required by Exception.

6. DATA USE

Data Security and Logical Access Control

1. The Contractor shall comply, and shall ensure that Contractor Personnel comply, with the Client Infrastructure security measures as detailed in the Client's Information Security Policies and Rules (or similar) to guard against any unauthorised access to, and against any alteration or destruction of, the Client Infrastructure and/or data stored on such system. At the date of this Agreement these measures require, as a minimum, that:
 1. Where Contractor Personnel are required to hold a unique user identification number ("User ID") and password prior to gaining access to the Client Infrastructure, the Contractor shall apply to the Client for User IDs for all the Contractor Personnel who require access to Client Infrastructure. Grant of such applications shall be at the sole discretion of the Client;
 2. the Contractor and Contractor Personnel comply and observe all parameters that control user access to areas and features of the Client Infrastructure;
 3. Contractor shall ensure that the Contractor Personnel are aware that any User IDs (or accounts) issued by the Client for the performance of the Services, passwords and security tokens, including ID cards, associated with User IDs (or accounts) shall not be disclosed or shared with any other individual (either internally or externally to the Client or the Contractor);
 4. The Contractor shall provide timely notification to the Client (and in any event before such person leaves the employment of the Contractor or is no longer involved in the provision of Services) if a Contractor Personnel no longer requires access to Client Infrastructure, to enable Client to remove the relevant access authority, including the relevant User IDs and passwords; and
 5. The Contractor shall ensure that all Contractor Personnel are aware that the Client may monitor the Contractor Personnel's use of the Client System(s) (including routine monitoring of e-mail and internet usage, contents and traffic).

7. STORAGE AND DESTRUCTION OF CLIENT INFORMATION

1. The Contractor shall, and shall ensure that Contractor Personnel shall, protect all Exception and Client Information (held by Contractor Personnel in a physical form) by adopting a 'clear desk' policy in respect of such information and disposing of such information securely by treating it as confidential waste. For the avoidance of doubt, 'information' shall include electronic and paper based information records.
2. The Contractor shall ensure that any Exception and Client Information held by the Contractor or its Contractor Personnel is disposed of by or on behalf of the Contractor in a manner consistent with Exception's and the Client's retention requirements as notified to the Contractor from time to time and in a manner which protects the confidential nature of Exception and its Client's Information.