

On 22 December 2008 ART EFFECTS LIMITED and Customer entered into an Information Technology Procurement Framework Agreement ("the Prime-Contract"). Buyer is seeking information technology services (and certain related services) for its business operations and to meet obligations in connection with transactions under the Prime-Contract. This Base Agreement ("Base Agreement") between Art Effects Limited ("Buyer") and Koya Creative LLC ("Supplier") establishes the basis which enables Buyer to obtain such Services from the Supplier from time to time solely for Customer as described in SOWs and/or WAs issued under this Base Agreement. This Base Agreement is effective from 24th October 2011 ("Effective Date") and will remain in effect until terminated.

1.0 Definitions

"Acceptance Criteria" means the documented acceptance criteria for the Services (or any part thereof, including Deliverables), set out in a SOW (if any) against which Supplier's achievement of the Services (or any part thereof, including Deliverables) will be tested by the Buyer for the purpose of assessing whether or not they meet the Buyer's Requirements and Deliverable Specification;

"Acceptance Tests" or "Acceptance Testing" means the acceptance tests (if any) to be conducted by Buyer in accordance with the relevant SOW in order to determine whether the Deliverables and/or Services comply with the Acceptance Criteria;

"Affiliates" means any corporation or other business entity controlling, controlled by or under common control with Buyer, Supplier or Customer (as applicable) from time to time and, for the purposes of this definition, "control" shall mean direct or indirect ownership of: (i) fifty per cent (50%) or more of the voting securities or voting interest in such corporation or other entity; or (ii) fifty per cent (50%) or more of the interest in the profit or income in the case of a business entity other than a corporation; or (iii) in the case of a partnership, any other comparable interest in the general partner;

"Agreed Rates" means the rates applicable for each Day (which rates may vary dependent on the role or seniority of the applicable Supplier Personnel and/or if incurred on a non-Working Day) to Services which are charged for on a time and materials basis as set out in the relevant SOW and charged in accordance with Clause 5 (Pricing) and additional terms within the relevant SOW, which current Agreed Rates are set out in Section 7, as may be varied from time to time by the agreement of the parties and increased in accordance with Clause 5.19;

"Agreement" means this Base Agreement and any relevant Statements of Work ("SOW"), Work Authorizations ("WA"), and other attachments or appendices specifically referenced in this Agreement.

"Assigned Rights" has the meaning set out in Clause 15.4 (Intellectual Property Rights and Buyer Data);

"Authorised Representative" means in relation to a power or activity, any person authorised in accordance with the SOW from time to time by Buyer (in the case of Buyer's Authorised Representative), or the Supplier (in the case of Supplier's Authorised Representative), to exercise that power and/or undertake that activity on behalf of Buyer or the Supplier (as applicable);

"Background Materials" means (i) in the case of the Supplier the Supplier Background Materials; and (ii) in the case of the Buyer the Buyer Background Materials.

"Buyer Audit Representatives" means representatives of any member of Buyer and/ or Customer Group (including its internal auditors), its appointed consultants, external auditors and their appointed consultants and any other auditors, regulators, inspectors or consultants that any member of Buyer may designate as "Buyer Audit Representatives" in writing from time to time;

"Buyer Authorised Representative" means the Authorised Representative of Buyer most relevant or suitable to the activity, issue or area in question as notified in writing by Buyer to the Supplier from time to time;

"Buyer Background Material" means:

- a) any Material provided by Buyer or its Affiliates, or for and/or on behalf of any member of the Customer Group and/or by the Consortium Members to the Supplier in connection with the performance or receipt of the Services, other than New Materials and Supplier Background Materials; and
- b) any Material (including Modifications to Material) which is acquired or created by, for or on behalf of (other than from or by the Supplier Group) Buyer and/or any member of the Customer Group (including by the Consortium Members) in anticipation of, in connection with and/or in the course of the performance or receipt of the Services;

"Buyer Data" means any data:

- a) held by any member of Buyer which is supplied, transferred or disclosed to the Supplier, or which is accessible by the Supplier pursuant to the Agreement (including, in all cases, Customer data); and
- b) (other than data referred to in (a) above) which is created, obtained, collected, stored, used or processed by or on behalf of the Supplier solely for Buyer (and not for the Supplier's own internal or administrative purposes) as part of the Services pursuant to the relevant SOW; but, for the avoidance of doubt, excludes any Supplier Background Materials and Type A Materials, Type B Materials and Type C Materials;

"Buyer Information Systems" means the electronic information systems comprising hardware, equipment, software, peripherals, and/or communications networks owned, controlled, operated and/or used by Buyer (including, where applicable, any member of Customer Group) from time to time, excluding any Deliverables or Materials provided by the Supplier to Buyer pursuant to the relevant SOW;

"Buyer Material" means Buyer Background Material and Type A;

"Buyer Premises" means premises owned, leased, licensed or otherwise controlled or used by Buyer and/or a member of the Customer Group;

"Buyer Policies and Standards" means Buyer's policies, standard operating procedures, rules and regulations (including where applicable the Customer's policies and standards) which have been provided to Supplier in durable form and agreed by the Supplier prior to the date of this Base Agreement, and which are set out in Section 6 together with any additional policies that may be agreed between the parties pursuant to a SOW and any additional policies which may be notified to Supplier pursuant to Clause 26.4;

"Buyer Requirements" means the document (if any) setting out the requirements to be fulfilled by a Deliverable which the Supplier shall use to draft the Specification for such Deliverable, in accordance with and as referenced in the relevant SOW;

"Buyer Obligations" means the obligations of Buyer, set out in this Base Agreement or the relevant SOW;

"Change" means any actual, proposed or anticipated change to a SOW, the Services and/or Deliverables, including the method or timing of their performance or delivery which is not a Contract Change or an Operational Change;

"Change Control Note" has the meaning set out in Clause 36.4 (Change Control Procedure (and Contract Changes));

"Change Control Procedure" means the change control procedure set out in Clause 36 (Change Control Procedure);

"Charges" has the meaning given to it in Clause 5.1;

"Claim" means any claim, action, proceeding, demand or bona fide allegation or any threatened claim, action, proceeding, demand or allegation of whatever nature, whether in contract, tort (including negligence) or otherwise;

"Commercially Reasonable Efforts" means that the party obliged to perform shall take all such steps and perform in such a manner as if that party were acting, in a determined, prudent and reasonable manner to achieve the desired result for its own benefit ;

"Confidential Information" is as defined in the Confidentiality Agreement;

"Confidentiality Agreement" means the Procurement Agreement for the Exchange of Confidential Information (Agreement #xxx) and Modifications to the Procurement Agreement for the Exchange of Confidential Information (Agreement #xxx) between Buyer and Supplier.

"Conflict of Interest" means, where the Supplier is engaged by Buyer to provide advice or recommendations, a situation exists, or is likely to exist, where the financial interests or other commercial considerations of the Supplier interferes with or compromises the exercise of the Supplier's professional judgment in providing such advice or recommendations;

"Consortium Member" means any third party (excluding contractors) providing goods and/or services to any member of the Customer Group and with whom Buyer reasonably requires the Supplier to co-operate or interact in connection with the services and deliverables to be performed or delivered (as applicable) by or on behalf of the Supplier pursuant to (i) this Agreement, ii) the SOW; and (ii) each Related SOW (if any);

"Contract Change" means any amendment to this Base Agreement;

"Customer" means Buyer's customer.

"Customer Group" means Customer and each of its affiliated members (the term "affiliated members" has the same meaning as the defined term "Affiliates" but only to the extent controlling, controlled by or under common control of the Customer) for the time being and, where appropriate, any building society or company to whom all or the majority of the business of Customer is transferred following any transaction under section 93 to 98 of the Building Societies Act 1986;

"Customer Obligation" means an obligation of the Customer identified as such in this Base Agreement or relevant SOW;

"Data Controller", "Data Processor" and "Data Subject," shall have the respective meanings given to such terms in the Data Protection Act 1998;

"Data Protection Legislation" shall mean the Data Protection Act 1998 and its related regulations as amended from time to time;

"Date Compliant" means that no date change has had or will have any adverse impact upon the provision, receipt, performance or functionality of any Deliverables and the performance of the Services;

"Day" means a period of 8 hours on any calendar day or as otherwise specified in the SOW. For the avoidance of doubt, any additional hours above 8 hours per Day will be deemed overtime and will be subject to Clause 5.4.3;

"Default Interest Rate" means four per cent (4%) above the base rate of the Bank of England from time to time;

"Delay Remedy Period" has the meaning given to it in Clause 9.4;

"Deliverables" means items that Supplier prepares for or provides to Buyer or Customer as described in a SOW and/or WA;

"Delivery Date" means the date on which parties have agreed that the Supplier will deliver a Deliverable to Buyer, as set out in the Timetable (as may be amended in accordance with Clauses 9.7 and 2.3);

"Dependency" means (i) Buyer's failure to perform the relevant Buyer Obligation; or (ii) Customer's failure to perform a Customer Obligation; or (iii) a Third Party's failure to perform a Third Party Obligation;

"Dispute" means any dispute or difference between the parties arising out of or in connection with the Agreement;

"Document Deliverable" means a Deliverable which is a document;

"Documentation" means the documentation (if any) identified in the SOW and other documentation as agreed between the parties in writing from time to time relating to the specification, structure, operation or use of a Deliverable, which may include the operational and user reference manuals which explains the operation and use of such Deliverables, and all instruction manuals, tutorial materials and other ancillary materials;

"DPA" means all Relevant Laws pertaining to privacy, confidentiality and/or the protection of Personal Data or corporate data as are in force in the jurisdiction in which or from which the Services are being provided, including the Data Protection Act 1998;

"Fixed Price" means the Prices described as such in Clause 5 (Pricing) and detailed in the SOW;

"Force Majeure Event means, unless otherwise agreed in a SOW, any:

- a) fire, flood, earthquake, unusually severe weather or elements of nature or acts of God;
 - b) war, embargo, riot, civil disorder, rebellion, acts of terrorism, revolution; or
- other causes beyond a party's reasonable control which, for the avoidance of doubt, shall not include any industrial dispute, or any event affecting a subcontractor (and, for the purposes of this definition of Force Majeure Event only, the term subcontractor shall not include any member of the Supplier Group);

"FSA" means the Financial Services Authority or any successor body;

"Good Industry Practice" means, in relation to the Supplier (or any Supplier Personnel, as applicable), the exercise of that degree of skill, prudence, care and foresight, and the practices and professional standards which would reasonably and ordinarily be expected to be exercised by a well-managed, skilled and experienced contractor similar to and of the same nature as the Supplier, and engaged in the performance of services, and/or provision of deliverables similar to the Services and/or Deliverables under the same or similar circumstances or conditions;

"Indexation" is the process of applying an annual increase to the Agreed Rates. The Indexation calculation will apply an increase in the rates which will be performed on the following basis:

- The ASHE index for relevant job roles

"Intellectual Property Rights" means:

- a) patents;
- b) trade marks, service marks, trade names and business names (including rights in goodwill attached thereto);

- c) design rights;
- d) rights in and/or to internet domain names and website addresses;
- e) semi-conductor topography rights;
- f) copyright (including future copyright);
- g) database rights;
- h) all other intellectual property rights;

in each case subsisting at any time in any part of the world (whether registered or unregistered) and: (i) any pending applications or rights to apply for registrations of any of these rights that are capable of registration in any country or jurisdiction; and (ii) any similar or analogous rights to any of these rights, whether arising or granted under the laws of England & Wales or in any other jurisdiction;

“Key Milestone” means a Milestone identified as a “Key Milestone” in a SOW;

“Key Personnel” means a member of Key Personnel identified as “Key Personnel” in a SOW;

“Licence Agreement” means a separate Licence Agreement to be entered into between the Customer and Supplier in relation to the Customer’s use (and Buyer’s limited as necessary to facilitate Customer’s use) of the Mobile Money Manager;

“Liquidated Damages” means liquidated damages (if any) specifically detailed in a SOW;

“Liquidated Damages Period” means liquidated damages period (if any) specifically detailed in a SOW;

“Losses” means all losses, liabilities (including provision for contingent liabilities), damages, fines, costs and expenses including reasonable legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgment and interest;

“Material” means literary works or other works of authorship or other material (in whatever form) including software, firmware, documented methodology, process and procedure (including any reports, specifications, business rules and requirements, user manuals, user guides, operations manuals, training materials and instruction), and any other output (in whatever form).

“Milestone” means any event identified as such in the SOW;

“Milestone Date” means in relation to a Milestone, the date by which such Milestone is to be achieved (including, by achieving if relevant the applicable Acceptance Criteria) (as may be amended in accordance with Clauses 9.7 and 2.3)

“Mobile Money Manager” means the Supplier’s proprietary Mobile Banking, Mobile Servicing, Mobile Wallet and Mobile Shopping base technology platform, including without limitation, software, messaging gateways and integrations proprietary to the Supplier as Modified from time to time;

“Modify” means to add to, enhance, detract, reduce, change, replace, vary, derive or improve; and Modification and Modified shall be construed accordingly;

“New Materials” means Type A Materials, Type B Materials and Type C Materials;

“Open Source Code” means any computer software whose source code is available under a licence (or arrangement such as the public domain) that permits users to study, change and improve the software, and to redistribute it in modified or unmodified form. It is often developed in a public, collaborative manner and is available to the public without charge;

"Operational Change" means any actual, proposed or anticipated change to the Services and/or Deliverables, including the method or timing of their performance or delivery which do not have a material commercial impact;

"Participation Agreement" or "PA" means an agreement signed by one or more Affiliates which incorporates by reference the terms and conditions in this Base Agreement, any relevant SOWs, and other attachments or appendices specifically referenced in the PA.

"Payment Plan" means the plan applicable to the payment of Fixed Price charges as set out in the relevant SOW;

"Personal Data" shall have the meaning given to such term in the Data Protection Act 1998;

"Personnel" means agents, employees or subcontractors engaged or appointed by Buyer, Customer or Supplier.

"Prices" means the agreed upon payment and currency for Deliverables and Services, exclusive of Taxes but including all applicable fees and payments, as specified in this Base Agreement, relevant SOW and/or (subject to Clause 2.2.2) WA.

"Records" means books, documents, manuals, reports and all other records, in each case in physical or electronic form, created, modified, maintained and/or held by the Supplier or any Contractor in connection with this Agreement;

"Recoverable Expenses" has the meaning set out in Clause 5.12 (Pricing);

"Regulatory Authority" means any body which has the responsibility of supervising and/or regulating a party or that party's Affiliates and in relation to the Customer Group includes the FSA;

"Related SOW" has the meaning in Clause 3.0 Related SOW;

"Relationship Manager" means the person appointed by the Supplier or Buyer as the primary representative in connection with the Base Agreement;

"Relevant Law" means:

- a) any statute, regulation, bye-law, ordinance or subordinate legislation which is in force for the time being to which a party is subject (including in the case of Customer the Financial Services and Markets Act 2000);
- b) the common law as applicable to the parties (or any one of them);
- c) any binding court order, judgment or decree applicable to the parties (or any one of them); and
- d) any applicable industry code, policy, guidance, standard or accreditation terms (i) enforceable by law which is in force for the time being, and/or (ii) stipulated by any Regulatory Authority to which a party is subject.

"Replacement Services" means services which Buyer obtains or itself provides in substitution for the Services or any part thereof following any Service Transfer and/or termination or expiry of the relevant SOW;

"Retention Fee" means the Retention Fee (if any) specifically detailed in a SOW;

"Sensitive Personal Data" shall have the meaning given to such term in the Data Protection Act 1998;

"Services" means work that Supplier performs for Buyer or Customer as described in a SOW and/or WA.

"Service Transfer" means any transfer of the Services (or any part thereof), for whatever reason, from the Supplier (or any subcontractor) to Buyer or any third party;

"Specification" in respect of a Deliverable, means the relevant functional and non-functional specification for that Deliverable agreed by the parties and set out in the SOW, or (where applicable) to be produced by or on behalf of the Supplier to meet Buyer's Requirements, and approved by Buyer, pursuant to the SOW;

"Statement of Work" or "SOW" means any document that:

1. identifies itself as a statement of work;
2. is signed by both parties;
3. incorporates by reference the terms and conditions of this Base Agreement; and
4. describes the Deliverables and Services, including any requirements, specifications or schedules.

"Successor Supplier" means any party Buyer appoints or invites to tender to provide Replacement Services;

"Supplier Authorised Representative" means the Authorised Representative of the Supplier most relevant or suitable to the activity, issue or area in question;

"Supplier Background Material" means any Material (including Modifications to Material) acquired or created by, for or on behalf of the Supplier Group otherwise than in the course of the performance or receipt of the Services, and provided by the Supplier to Buyer and/or used in connection with the performance and/or receipt of the Services;

"Supplier Fault" means a failure by the Supplier to perform in accordance with the terms of this Agreement but not including any failure (i) which results from failure of any Dependency; or (ii) which is caused by a Force Majeure Event.

"Supplier Group" means the Supplier and its Affiliates;

"Supplier Operations Meetings" means Buyer's meetings with the Supplier that are known as the "Supplier Operations Meetings" or any meetings which are known by a different name but which replace or supersede such meetings;

"Taxes" means any and all applicable taxes, charges, fees, levies or other assessments imposed or collected by any governmental entity worldwide or any political subdivision thereof and however designated or levied on sales of Deliverables or Services, or sales, use, transfer, goods and services or value added tax or any other duties or fees related to any payment made by Buyer to Supplier for Deliverables and/or Services provided by Supplier to Buyer under or pursuant to this Agreement; exclusive, however, of any taxes imposed upon the net income or capital of Supplier, any taxes in lieu of such net income taxes and any other taxes which are to be borne by Supplier under law.

"Termination Assistance" means the termination assistance to be provided by the Supplier pursuant to Clause 31 (Termination Assistance and Employment Matters) of this Base Agreement

"Termination Assistance Period" means the period specified as the "Termination Assistance Period" in a SOW during which Termination Assistance is required by Buyer;

"Termination Fee" means in addition to any other sums due under this Base Agreement any termination charges specified in the relevant SOW.

"Third Party" means any agent or third party engaged by Buyer or Customer to provide services to Buyer or Customer (where such services interrelate with or could have a material impact on the Supplier's ability to perform its obligations under this Agreement);

"Third Party Materials" means any Materials, the Intellectual Property Rights in which are owned by the third party, supplied or provided by or on behalf of the Supplier pursuant to a SOW, whether or not such Materials are incorporated within, or otherwise form part of, the Deliverables, or otherwise used to perform the Services;

"Third Party Obligations" means any obligations of any Third Party which affect the ability of the Supplier to perform its obligations under this Base Agreement including any identified as such in the relevant SOW;

"Timetable" means the relevant timetable (or timetables) (if any) set out in the SOW;

"Type A Materials" means any Deliverables and/or other Materials that are identified as "Type A Materials" in the SOW and in which the Intellectual Property Rights are owned by the Customer pursuant to Clause 15.2a) (Intellectual Property Rights and Buyer Data);

"Type B Materials" means any Deliverables and/or other Materials that are identified as "Type B Materials" in the SOW and in which the Intellectual Property Rights are owned by the Supplier pursuant to Clause 15.2.b) (Intellectual Property Rights and Buyer Data) and in respect of which Customer is granted a licence pursuant to Clause 15.10;

"Type C Materials" means any Deliverables and/or other Materials that are identified as "Type C Materials" in the SOW and in which the Intellectual Property Rights are owned by the Supplier pursuant to Clause 15.2.c) (Intellectual Property Rights and Buyer Data) and in respect of which Customer and Buyer is granted a licence as detailed in Clause 15.11]

"Warranty Period" means a period of time during which the Supplier will be obliged to provide Services to support the implementation of the Deliverables provided under a SOW. The duration of the Warranty Period and the charges and charging mechanisms for the Warranty Period will be defined in the relevant SOW;

"Work Authorization" or "WA" means Buyer's authorization in either electronic or tangible form for Supplier to conduct transactions under this Agreement in accordance with the applicable SOW (i.e., a purchase order, bill of lading, or other Buyer designated document). A SOW is a WA only if designated as such in writing by Buyer.

"Working Day" means standard business hours Monday to Friday excluding bank and public holidays in England and Wales.

2.0 Statement of Work

2.1 Supplier will provide Deliverables and Services as specified in the relevant SOW and/or WA.

2.2 The parties agree that:

2.2.1 (subject at all times to Clause 10.4) the Buyer will be required to issue a WA to Supplier before Buyer will have committed to purchase any Deliverables or Services under a SOW; and

2.2.2 no SOW will be binding and Supplier shall not commence any work under a SOW unless and until it has received a valid WA which conforms to the agreed terms of the relevant SOW. For the avoidance of doubt

the Supplier reserves the right to reject any WA that is inconsistent with the terms of the relevant SOW including without limitation where there exists a conflict between the quantity, payment and delivery terms.

- 2.3 It is assumed that the Buyer will issue a WA on or before the date on which the Supplier commences the Services required under a signed SOW. In the event that there is a delay between the required start date of the Services as detailed in the relevant SOW and the issue of a corresponding WA (and subject at all times to Clause 10.4 below) and the Supplier believes that this delay will have an impact on the Timetable or any Milestone Date or Delivery Date the parties shall discuss and if the Supplier can provide reasonable evidence of such impact amend or extend such dates accordingly.
- 2.4 Any Changes, Contract Changes and Operational Changes shall be dealt with in accordance with the Change Control Procedure.

3.0 Related SOW

3.1 Where a SOW is entered into for the provision of Services and Deliverables which Relate to the Services, and Deliverables provided or to be provided under one or more separate SOW entered into between such parties, then, provided that such is expressly agreed by the parties, the SOW shall identify each such related SOW and shall specify each such related SOW to be a "Related SOW".

4.0 Governance and Dispute Resolution

4.1 Buyer and the Supplier shall each appoint a Relationship Manager who shall have overall responsibility for the relationship between Buyer and the Supplier and the management of this Base Agreement. Each party's Authorised Representative shall have authority to act on behalf of Buyer or the Supplier as applicable and shall be responsible for providing information, data and decisions to the other party on a timely basis.

4.2 Buyer's Relationship Manager and Supplier's Relationship Manager shall meet as required following a request from either to do so in order to discuss opportunities and any issues relating to the relationship between the parties.

4.3 In the event of a dispute relating to the overall relationship of the parties or to issues arising from more than one current SOW ("Relationship Dispute"), such Relationship Dispute shall be dealt with in accordance with this Clause 4.

4.4 In the event of a Relationship Dispute, Buyer's Authorised Representative or the Supplier's Authorised Representative may serve a notice on the other party's Authorised Representative notifying it of the Relationship Dispute, referring explicitly to this Clause 4 and providing sufficient information to enable the other party to appreciate the nature of the Relationship Dispute, and the Relationship Dispute shall be referred by the Authorised Representatives to the Relationship Managers who 4.5 shall meet within seven (7) days of any such referral to seek to resolve the Relationship Dispute.

4.6 In the event that the Relationship Managers are unable to resolve the Relationship Dispute, either party may elect to seek recourse through the courts of England and the provisions of Clause 22.3 (Choice of Law; Waiver of Jury Trial; Limitation of Action) shall apply.

4.7 Nothing in this Clause 4 shall prevent a party from notifying the other in writing of its intention to:

- 4.7.1 seek injunctive relief at any time it considers it appropriate to do so; or
- 4.7.2 withdraw from the dispute resolution processes set out in this Clause 4 and commence court proceedings relating to any Relationship Dispute at any time.

4.8 Buyer and the Supplier will continue to perform their respective obligations under this Base Agreement pending the resolution of a Relationship Dispute, provided that nothing in this Clause prevents or restricts a party from lawfully exercising any of its rights in accordance with Clause 21.1 (Termination of this Base Agreement) above at any time.

4.9 For the avoidance of doubt, any dispute between the parties arising in relation to a SOW other than a Relationship Dispute shall be dealt with in accordance with Clause 37 (Dispute Resolution Procedure) of this Base Agreement.

5.0 Pricing

5.1 Supplier will provide Deliverables and Services to Buyer for the Prices. The Prices for Deliverables and Services specified and agreed in the SOW and/or WA plus the payment of applicable Taxes and Recoverable Expenses where appropriate (together the "Charges") will be the only amounts due to Supplier from Buyer. The relevant SOW or (subject to Clause 2.2.2) WA shall contain Prices for each country receiving Deliverables and Services under this Agreement.

5.2 In consideration of the performance of the Supplier's obligations under a SOW Buyer shall pay the Supplier the Charges in accordance with this Clause 5, and any additional terms specified in the relevant SOW.

5.3 Where the Prices for Services and/or Deliverables (or any part of them) are:

5.3.1 based on Agreed Rates for time spent by the Supplier, Clause 5.4 shall apply; and

5.3.2 on Fixed Price, Clause 5.5 shall apply,

and the remainder of this Clause 5 shall apply in both cases.

5.4 Where Prices are on the basis of Agreed Rates for time spent by the Supplier:

5.4.1 subject to Clause 5.18, the applicable Agreed Rates will be set out in the relevant SOW will be fixed for the term of the SOW;

5.4.2 the Prices will be calculated based on the Agreed Rate applicable to each Supplier Personnel multiplied by the number of Days worked by each Supplier Personnel during the relevant period;

5.4.3 the Supplier shall not be entitled to charge for, and shall not be obliged to perform, overtime unless agreed in advance in writing by Buyer provided always that where the Buyer agrees such overtime, such overtime shall be charged at the Agreed Rates;

5.4.4 the Supplier shall ensure that all Supplier Personnel complete, on a prompt basis, accurate timesheets and the Supplier shall provide Buyer with copies of such timesheets on a weekly basis; and

5.4.6 the Supplier shall itemise in each invoice the time spent by Supplier Personnel, the applicable Agreed Rates and the Recoverable Expenses incurred during the period.

5.5 Where a Fixed Price applies:

5.5.1 the applicable Fixed Price shall be as set out in the SOW and, unless otherwise agreed between the parties, will be fully inclusive of all costs and Recoverable Expenses;

5.5.2 without prejudice to Clause 5.5.1 and Clause 9.3, and subject always to any claims in accordance with Clause 17 (Limitation of Liability Between Buyer and Supplier), the Supplier shall not be entitled to any sums in addition to the Fixed Price unless agreed in advance in writing by Buyer;

5.5.3 the Supplier shall submit invoices in accordance with the Payment Plan in the SOW and shall itemise in each invoice the applicable Milestone or stage in the Payment Plan to which the invoice relates;

5.5.4 where the Payment Plan is linked to the achievement of one or more Milestones the Supplier shall be entitled to submit an invoice in respect of the relevant Milestone(s) specified in the Payment Plan only following the successful completion of all Acceptance Tests relevant to that Milestone(s); and

5.5.5 in the event that the SOW is terminated in accordance with the provisions of the Agreement before the completion of all the Services and/or the provision of all the Deliverables, but subject at all times to Clause 21.4, Buyer shall be entitled to a rebate of any portion of the Fixed Price paid to the Supplier as at the date of termination which represents an advance payment.

5.6 The Supplier shall invoice Buyer for the Charges by means of Buyer's web order invoice system which is the electronic transmission and receipt of legally binding purchase and sale obligations. For the avoidance of doubt, Buyer shall be entitled to withhold payment in respect of any invoice which does not comply with this Clause 5.6.

5.7 Buyer shall pay undisputed invoices in accordance with the payment terms specified within the relevant SOW if no such terms are specified within 45 days.

5.8 If at any time Buyer disputes, in good faith, an invoice:

5.8.1 Buyer shall notify the Supplier within twelve (12) Working Days after the date on which a proper invoice for the Prices is properly raised and submitted in accordance with Clause 5.6 and received by Buyer specifying in full and proper detail Buyer's valid reasons for disputing the invoice;

5.8.2 the Supplier shall provide such additional information and documentation as Buyer may reasonably require in order to enable it to evaluate the invoice.

5.8.3 The Supplier shall be entitled to issue Buyer a new invoice for any Prices and/or amounts in the original invoice that are not disputed by Buyer and Buyer shall pay to the Supplier, in accordance with the payment terms specified in the SOW upon receipt of the new valid invoice, all relevant payments and amounts not disputed by Buyer specified in that new invoice;

5.8.4 subject to Clause 5.8.3, Buyer shall be entitled to withhold payment of any disputed invoice pending resolution of the dispute; and

5.8.5 if the parties are unable to resolve the dispute within twenty (20) Working Days of notice given in accordance with Clause 5.8.1, the matter having been treated as a Dispute and either party may escalate the matter for resolution under the dispute resolution procedure set out in Clause 37 (Dispute Resolution Procedure).

5.9 Upon resolution of the Dispute, as referred to in Clause 5.8 above, (i) any sum which Buyer agrees to pay (whether such agreed sum is in the amount originally invoiced, or a reduced or increased amount) shall be payable, within fifteen (15) Working Days of the resolution of the dispute and (ii) any sum which the Supplier agrees to pay or refund to Customer shall be payable to an account designated by Buyer by BACS within fifteen (15) Working Days of the resolution of the Dispute or,

if agreed by Buyer, shall be set off against amounts payable by Buyer to the Supplier against the next quarterly invoice for the Services.

5.10 Buyer shall have the right to offset from any payment due under a valid invoice against any sums owed to Buyer by the Supplier under the relevant SOW.

5.11 All Prices and expenses quoted in this Base Agreement or relevant SOW are exclusive of Value Added Tax which shall also be paid by Buyer if it is required by law to do so and if a receipt which is valid for such tax purposes is provided by the Supplier to Buyer. All other taxes and charges are included in the Prices.

5.12 If agreed in a SOW, buyer shall pay to the Supplier expenses reasonably and necessarily incurred in the performance of its obligations under this Base Agreement and SOWs provided that:

5.12.2 such expenses are incurred in accordance with Customer expenses policy as set out in the SOW, any proposed expenses outside the Customer expenses policy to be pre-agreed in writing by Buyer; and

5.12.3 supported by reasonably sufficient documentary evidence to enable Buyer to verify that the expenditure is in accordance with the applicable expenses policy,

("Recoverable Expenses").

5.13 Unless otherwise agreed between the parties in the relevant SOW, Recoverable Expenses will be recoverable from Buyer on an 'at cost' basis only. The Supplier shall seek reimbursement of Recoverable Expenses net of any Value Added Tax reclaimable by the Supplier from HM Revenue & Customs. The Supplier will charge Value Added Tax on the net amount of Recoverable Expenses where required.

5.14 Any payment made by Buyer shall not indicate or imply acceptance by Buyer of the Services and/or Deliverables.

5.15 If any sum due and payable under this Agreement is not paid by the party liable to make such payment within the payment terms set out in the SOW, the Party to whom such money is owed shall be entitled (without prejudice to any of its other rights) following receipt by the party in default of written notice from the Party to whom the money is owed, to charge interest at the Default Interest Rate in force from the date of such notice until the date of actual payment. Interest shall not accrue or be payable on any monies which are the subject of a disputed invoice or where monies are offset pursuant to Clause 5.10.

5.16 The Parties agree that the right to claim interest under Clause 5.15 is a substantial remedy for late payment and is in substitution for any statutory or other right to claim interest and/or other remedy for late payment under the Late Payment of Commercial Debts (Interest) Act 1998.

5.17 Buyer may retain the Retention Fee (if any) until the relevant Milestone to which the Retention Fee relates has been achieved, where set out in the SOW. The Supplier may invoice Buyer for any Retention Fee once the Acceptance Criteria in respect of the relevant Milestone(s) have been met.

5.18 The Supplier shall:

5.18.1 maintain records, which are complete and accurate in all material respects, of and supporting documentation for all invoices submitted to Buyer and all payments made by Buyer the relevant SOW, in accordance with generally accepted accounting principles applied on a consistent basis; and

5.18.2 provide Buyer or its nominated representatives with such reasonable documentation and other information with respect to each invoice as may reasonably be requested by Buyer to verify the accuracy of the invoice and compliance with the provisions of this Base Agreement and the relevant SOW.

5.19 The Agreed Rates shall be reviewed on 31 December each year starting from 31 December 2012 at which point Indexation will be applied to the Agreed Rates.

5.20 Notwithstanding the provisions of Clause 5,19, in significant bid situations, the Buyer may request special pricing on a case by case basis as necessary to submit a more competitive bid. Any such special pricing shall be agreed to by the parties in writing, and as set out in the respective SOW for such situation. For the avoidance of doubt the Supplier shall not be obliged to accept any request by the Buyer for 'special pricing'.

5.21 Miscellaneous Costs

The Supplier will notify Buyer of any miscellaneous costs that require to be incurred that will be charged to Buyer under the relevant SOW. Such miscellaneous costs will be agreed in writing by Buyer and the Supplier prior to the Supplier incurring such costs.

6.0 Taxes

6.1 Supplier's invoices shall state all applicable Taxes, if any, by tax jurisdiction and with a proper breakdown between taxable and non-taxable Deliverables and Services. Supplier assumes responsibility to timely remit all Tax payments to the appropriate governmental authority in each respective jurisdiction. Supplier and Buyer agree to cooperate to minimize, wherever possible and appropriate, any applicable Taxes and provide reasonable notice and cooperation in connection with any audit. Each party shall bear sole responsibility for all taxes, assessments, or other levies on its own income, leased or purchased property, equipment or software. If Buyer provides a direct pay certificate, certification of an exemption from Tax or reduced rate of Tax imposed by an applicable taxing authority, then Supplier agrees not to invoice or pay any such Tax unless and until the applicable taxing authority assesses such Tax, at which time Supplier shall invoice and Buyer agrees to pay any such Tax that is legally owed.

6.2 Buyer may withhold taxes as required under applicable law on payments made to Supplier hereunder and shall be required to remit to Supplier only the net proceeds thereof. If Buyer does withhold such taxes the Buyer agrees to remit in a timely manner all taxes withheld to the appropriate government authority in each respective jurisdiction. Upon Buyer request, Supplier will deliver the appropriate documentation as required by the corresponding jurisdictional tax laws, within a reasonable period from such request.

6.3 If the Supplier fails to invoice the Buyer for the correct amount of Tax then the Supplier agrees that it will reimburse the Buyer for any amounts formally requested from the Buyer by a taxing jurisdiction for penalties, fines, additions to Tax and the amount of interest thereon caused by Supplier's failure to invoice Buyer for the correct amount of Tax. For the avoidance of doubt, notwithstanding the foregoing the Buyer shall at all times remain liable for payment of the actual amount of tax that should have been due but for the incorrect invoice.

7.0 Payments and Acceptance

7.1 Terms for payment of the Charges shall be 45 days from date of receipt of invoice or as otherwise specified in the relevant SOW and/or WA.

7.2 Payment of invoices will not be deemed acceptance of Deliverables or Services, but rather such Deliverables or Services will be subject to inspection, test, acceptance or rejection in accordance with the acceptance or completion criteria as specified in the relevant SOW and/or (subject to Clause 2.2.2) WA.

7.3 Unless otherwise provided by local law without the possibility of contractual waiver or limitation, Supplier will submit invoices, corrected invoices, or other such claims for reimbursement, to Buyer within six (6) months from the date of acceptance of Deliverables or the satisfactory completion of Services. Exceptions must be specifically authorized by Buyer.

8.0 Electronic Commerce

To the extent permitted by local law, the parties will conduct transactions using an electronic commerce approach under which the parties will electronically transmit and receive legally binding purchase and sale obligations ("Documents"), including electronic credit entries transmitted by Buyer to the Supplier account specified in the relevant SOW and/or WA. The parties will enter into a separate agreement governing the transmission of such electronic transactions and associated responsibilities of the parties.

9.0 Timetable and Delays

9.1 Subject to Clause 10 (Buyer Obligations), and Clause 22.9 (Force Majeure) the Supplier shall:

- 9.1.1 perform the Services so as to achieve any Key Milestones and delivery of the associated Deliverables by the corresponding Milestone Dates.
- 9.1.2 use Commercially Reasonable Efforts to (i) provide all other Deliverables in accordance with the Delivery Dates (if any) set out in the Timetable; and (ii) achieve Milestones (other than Key Milestones) by the corresponding Milestone Dates.

9.2 The Supplier shall, within 1 Working Day, notify in writing the applicable Buyer Authorised Representative stated in the SOW if it considers that there shall be or may be a delay in meeting any date in the Timetable or in achieving a Milestone by the relevant Milestone Date, or otherwise in the performance of the Services and provision of any Deliverables by a Delivery Date, giving to Buyer, either together with such notification or as soon as reasonably practicable afterwards, written details of causes for and potential impact of any such delay and its recommendations for correcting or minimising the impact of the delay.

9.3 If any Milestone is not achieved by the applicable Milestone Date, or a Deliverable and/or Services are not delivered or performed by the applicable Delivery Date, then the Supplier shall take all such additional steps necessary to achieve such Delivery Date or Milestone as early as reasonably practicable thereafter at no extra cost to Buyer, provided always that where such delay or non-performance is not due to a Supplier Fault then the Supplier shall be entitled to charge for any and all additional costs reasonably incurred as a result of such delay in accordance with the Agreed Rates, such charges to be agreed between the parties in writing.

9.4 Without prejudice to the provisions of Clause 9.3, if any Milestone is not achieved by the applicable Milestone Date, or a Deliverable and/or Services are not delivered or performed by the applicable Delivery Date or fail to meet the agreed Acceptance Criteria within the period set out in the relevant Timetable, and such failure is as a result of a Supplier Fault then Supplier shall repair or replace such Deliverables or re-perform such Services, without charge by the revised date notified to Supplier by Buyer (provided that such notice shall be either (i) not less than twenty (20) Working Days after the originally scheduled delivery date; or (ii) after the end of any Liquidated Damages Period as detailed in Clause 9.5 below (whichever is later) ("Delay Remedy Period")). If Delivery is not achieved by such Delay Remedy Period due to Supplier Fault or Supplier is not able to repair or

replace then the Buyer shall be entitled to terminate the relevant SOW in whole or in part, for Supplier Fault and receive a refund in respect of the element or elements of the Deliverables(s) and/or Services which were not so delivered or accepted.

9.5 In addition to the Buyer's rights under Clause 9.4, if the Supplier fails to deliver a Deliverable and/or perform the Services, by any applicable Delivery Date, or achieve a Key Milestone by the applicable Milestone Date, and if the parties have expressly agreed in the relevant SOW that Liquidated Damages will apply, then the following provisions will apply:

9.5.2 the Supplier shall pay to Buyer the applicable Liquidated Damages , if any are specified in the SOW, for the applicable Liquidated Damages Period;

9.5.3 Buyer and the Supplier agree that the Liquidated Damages are fair and reasonable in all the circumstances and represent a genuine pre-estimate of the likely losses that Buyer is likely to suffer as a result of the failure to deliver the relevant Deliverable and/or perform the relevant Services or achieve the relevant Key Milestone by the applicable Delivery Date or Key Milestone Date and represent the Buyer's sole remedy (save for termination pursuant to Clause 9.4) in respect of any failure by the Supplier to meet such Delivery date or Milestone Date; and

9.6 The Supplier shall promptly notify in writing the Buyer whenever the Supplier reasonably believes that any failure of any Dependency or Force Majeure Event is likely to delay the achievement of a Key Milestone by the applicable Milestone Date. In such circumstances, the provisions of Clauses 9.7 to 9.8 shall apply.

9.7 Upon receiving notification from the Supplier under Clause 9.6 above, the parties' Relationship Managers shall convene as soon as practicable onto discuss all aspects of the relevant circumstances including (i) the failure of the Dependency and/or Force Majeure Event and its effect on the Supplier's ability to achieve the relevant Key Milestone by any applicable Milestone Date; (ii) any workaround or other action necessary to mitigate the failure of any Dependency; and (iii) the appropriate relief (if any) which should be afforded to Supplier, which may include an extension to one or more of the Milestone Dates within the Timetable. For the avoidance of doubt in circumstances where Buyer does grant such extension of time the Supplier shall not be in breach of this Base Agreement or the relevant SOW as a result of its failure to achieve the relevant Milestone by the original Milestone Date). In conducting the discussions under this Clause 9.7 both parties shall act reasonably and in good faith and without undue delay. The Relationship Manager's decisions pursuant to this Clause 9.7, shall be approved and recorded in writing by the parties and will be subject to the Change Control Procedure where appropriate.

10.0 Buyer Obligations

10.1 Buyer shall perform the Buyer Obligations as specified in the relevant SOW.

10.2 Further, Buyer shall procure that;

10.2.1 the Customer performs the Customer Obligations (if any); and

10.2.2 any Third Party performs the Third Party Obligations (if any).

10.3 Where the Buyer fails to comply with Clauses 10.1 and 10.2 above:

- 10.3.1 Supplier's non-performance of any of its obligations under the SOW which are impacted by such failure will be excused;
- 10.3.2 (subject to Clause 10.4.2) the Timetable and/or Milestone Date impacted may be revised accordingly; and
- 10.3.3 the Supplier shall be entitled to charge Buyer at the Agreed Rates for any additional work reasonably required to be performed by it as a result of such failure and together with any related costs and expenses that the Supplier can demonstrate have been reasonably incurred as a direct result of such failure and where Supplier cannot, using Commercially Reasonable Efforts mitigate such costs.

10.4 For the avoidance of doubt:

- 10.4.1 any failure pursuant to this Clause 10 shall be without prejudice to Buyer's obligation to pay any due fees during any period of such failure;
- 10.4.2 Buyer acknowledges that the impact of a failure pursuant to this Clause 10 may vary depending on the severity of the failure and its interaction with related factors providing that Supplier will use all Commercially Reasonable Efforts to minimise such impact. For example, a failure by Buyer to meet a particular deadline may have knock on effects for planned work "windows" which may delay the relevant Milestone by a period in excess of Buyer's delay taken in isolation.

10.5 If the Buyer makes available to Supplier any facilities or Materials in connection with Supplier's and the Buyer's performance of Services (including facilities and Materials belonging to the Customer), the Buyer is responsible for obtaining any licences or approvals related to those resources that may be necessary for Supplier to perform the Services.

11.0 Acceptance Criteria

The Services and/or Deliverables shall be tested and accepted in accordance with the applicable Acceptance Criteria and Acceptance Tests set out in this Base Agreement including the provisions of Clause 9.0 and the relevant SOW.

12.0 Supplier Responsibilities

12.1 The Supplier shall perform the Services in accordance with Good Industry Practice.

12.2 The Supplier shall use Commercially Reasonable Efforts to assist the Buyer to ensure that the performance of the Services does not result in the degradation and/or the interruption of the business, systems and equipment of Customer where the Supplier is either:

- 12.2.1 aware that the degradation and/or interruption will occur or that there is a material risk that the degradation and/or interruption could occur; or
- 12.2.2 ought reasonably to be aware that the degradation and/or interruption will occur or that there is a material risk that the degradation could occur having regard to the Supplier's actual knowledge of the business, systems and equipment of Customer,

other than:

- 12.2.3 where provided for in and in accordance with the Timetable;

12.2.4 where the Supplier has notified Buyer with twelve (12) Working Days notice in advance of a scheduled downtime and the timing, duration and impact of such downtime has been agreed in writing in advance with Buyer ;

12.2.5 where carried out by the Supplier during any agreed maintenance windows recorded in the relevant SOW; or

12.2.6 as otherwise agreed between the parties in writing,

(each an "Agreed Interruption") in each case provided that such Agreed Interruption is carried out in accordance with the terms of the relevant SOW.

12.3 Unless otherwise specified in the relevant SOW, the Supplier shall be responsible for providing all materials, parts, components, items, Personnel and resources necessary to perform the Services and/or provide the Deliverables.

12.4 Nothing in this Agreement shall require the Supplier to undertake any regulated activities which would require the Supplier to be authorised or registered by any regulatory body or authority having power or authority over Buyer, unless otherwise expressly agreed in the relevant SOW.

12.5 The Supplier shall, in connection with the performance of the Services and the provision of the Deliverables co-operate with the Consortium Members to the extent reasonably required by Buyer. Where Supplier believes that such co-operation will involve increased time and effort on the part of the Supplier, the Supplier shall discuss and agree such additional time with Buyer, which will be chargeable at the Agreed Rates, and subject to the Change Control Procedure.

13.0 Warranties

13.1 Mutual Warranties

Each party represents and warrants that:

1. it has the right to enter into this Base Agreement and its performance of this Base Agreement will comply, at its own expense, with the terms of any contract, obligation, and any law, regulation or ordinance to which it is or becomes subject ;
2. no claim, lien, or action exists or is threatened against it that would interfere with the other's rights under this Agreement;
3. it will perform its obligations under this Agreement using reasonable care and skill and in accordance with the relevant SOW and/or (subject to Clause 2.2.2) WA;
5. it is knowledgeable with, and is and will remain in full compliance with all applicable export and import laws, regulations, orders, and policies (including, but not limited to, securing all necessary clearance requirements, export and import licenses and exemptions from, and making all proper filings with appropriate governmental bodies and/or disclosures relating to the release or transfer of technology and software to non U.S. nationals in the U.S., or outside the U.S., release or transfer of technology and software having U.S. content or derived from U.S.-origin software or technology); it is knowledgeable with applicable supply chain security recommendations issued by applicable governments and industry standards organizations and will make best efforts to comply with such recommendations;
6. upon request of the other party, it will promptly provide all information necessary to export and import Deliverables under this Agreement, including, as applicable, the Export Control Classification Numbers (ECCN) and subheadings or munitions list category number, and will notify the other in writing of any changes to the information provided by it to export and import Deliverables under this Agreement;
7. unless authorized by applicable government license or regulation, including but not limited to any U.S. authorization, it will not directly or indirectly export or re-export, at any time, any technical information, technology, software, or other commodity furnished or developed under this, or any other, agreement between the parties, or any other product that is developed or produced from or using the other's technical information, technology, software, or other commodity provided under this Agreement to any prohibited country (including release of such technical information, technology, software, or

other commodity to nationals, wherever they may be located, of any prohibited country) as specified in applicable export, embargo, and sanctions regulations;

8. it will not use, disclose, or transfer across borders any Personal Data that is processed for the other party, except to the extent necessary to perform under this Agreement; and

9. it shall perform its obligations under the relevant SOW in a manner that complies with all Relevant Laws and shall comply with any requirements agreed between the parties in a SOW (or via the Change Control Procedure) and shall promptly notify the other if it becomes aware of any allegation of any material non-compliance with any Relevant Law which is relevant to the obligations of the parties under the Agreement;

10. it owns, or has the right to use to the extent necessary to perform the its obligations under this Agreement, and shall at all times own, or have the right to use, its respective Background Materials.

13.2 Supplier warranties

The Supplier represents and warrants that:

1. it will disclose to Buyer in writing the existence of any third party code, including without limitation open source code, that is included in or is provided in connection with the Deliverables and that Supplier and the Deliverables are in compliance with all licensing agreements applicable to such third party code;

2. Deliverables and Services do not infringe any privacy or intellectual property rights of a third party;

3. (where relevant) all authors have agreed not to assert their moral rights (personal rights associated with authorship of a work under applicable law) in the Deliverables, to the extent permitted by law;

4. Deliverables will be consistent with agreed Specifications;

5. Deliverables and Services which interact in any capacity with monetary data are euro ready such that when used in accordance with their associated documentation they are capable of correctly processing monetary data in the euro denomination and respecting the euro currency formatting conventions (including the euro sign);

6. the Services and Deliverables will be provided in accordance with their description in the SOW and in accordance with Good Industry Practice;

7. it will use an adequate number of qualified individuals to discharge its obligations under the SOW, that such individuals are suitably trained, experienced and skilled to the level expected of a professional providing services and deliverables similar to the Services and/or Deliverables to customers of the same nature as Buyer and the Customer and that such individuals will act at all times in a professional manner;

8. the performance of the Services and the operation of the Deliverables shall be Date Compliant;

9. at the time of delivery of the Services and/or Deliverables, the Supplier shall ensure that the Services and/or Deliverables are tested using the latest release of commercially available antivirus software reasonable for the Supplier to use acting in accordance with Good Industry Practice in relation to all known viruses, Trojan, worm, or other software routine or hardware component designed to permit, either automatically or through externally applied controls, unauthorised access or use to disable, erase, or otherwise harm software, hardware, or data;

10. the Documentation will provide instruction to the level agreed between the parties in the relevant SOW;

11. in respect of any Third Party Materials, it has (where appropriate) obtained for itself and for Buyer and/or Customer all necessary consents, approvals and licences required for their use of the Third Party Materials in order to comply with its obligations under the relevant SOW;

12. it will comply with all applicable data privacy laws and regulations, will implement and maintain appropriate technical and organizational measures and other protections for the Personal Data, (including, without limitation, not loading any Personal Data provided to it by the other on (a) any laptop computers or (b) any portable storage media that can be removed from its premises unless, in each case, (i) such data has been encrypted and (ii) such data is loaded onto portable storage media solely for the purpose of moving such data to off-site storage). Further, it will report to the other party any breaches of security of Personal Data immediately after discovery thereof if the Personal Data was, or could be, accessed, used or acquired by an unauthorized person or compromised in any way and will cooperate fully with the other party in investigating any such breaches or compromises, will cooperate fully with the other's legitimate requests for access to, correction of, and destruction of Personal Data in its possession, and will comply with all reasonable and lawful instructions or other

requirements provided or issued by the other from time to time relating to Personal Data.

THE WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THOSE WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY OR FITNESS FOR PURPOSE.

13.3 Without prejudice to a party's other rights and remedies, in the event of any breach of the provisions of Clause 13.1 or 13.2, each party shall promptly remedy or procure the remedy of the breach without charge to the other party or the Customer.

13.4 The Supplier acknowledges and agrees, save in respect of any express warranties or representation in the relevant SOW that to the extent permitted by Relevant Law, no representation, warranty or undertaking has been made in respect of: the condition, state of repair, quality or fitness for purpose of any Buyer and/or Customer equipment; or the accuracy, completeness, currency, suitability or efficacy of any of Buyer or Customer equipment/Buyer Data, and all representations, warranties or undertakings and all other terms and conditions (express or implied) are hereby

excluded in respect of such Buyer and /or Customer equipment to the fullest extent permitted by Relevant Laws.

13. 5 Warranty Redemption

Subject to the Section titled Liability for Third Party Claims, if during the Warranty Period the Deliverables or Services do not comply with the warranties set out in Clause 13.2 of this Agreement, Supplier will repair or replace Deliverables or re-perform Services, without charge and in a timely manner.

14.0 Delivery

14.1 Subject to the provisions of Clauses 9 and 10, Deliverables and Services will be delivered as agreed in the relevant SOW and/or (subject to Clause 2.2.2.) WA.

15.0 Intellectual Property Rights and Buyer Data

15.1 Except for the licences expressly granted under a SOW, the Agreement shall not operate to assign any title, interest or Intellectual Property Rights:

- a) in any Supplier Background Material (including any Modifications to the same), which shall be deemed to belong to and be vested in, and remain vested in the Supplier; or
- b) in any Buyer Background Material (including any Modifications to the same and including any Buyer Data), which shall be deemed to be vested in and remain vested in Buyer or Customer respectively (and to the extent that any right, title or interest in any Buyer Data or Modification to Buyer Data might otherwise vest in the Supplier or a subcontractor, the Supplier hereby assigns to Buyer (or where applicable will promptly procure the assignment to Buyer of) all rights, title and interest in such Buyer Data or Modifications).

15.2 Subject to Clause 15.1, where the SOW:

- a) identifies any Deliverables and/or other Materials as "Type A Materials" all property, rights, title, interest and Intellectual Property Rights in such Deliverables and/or other Materials shall belong to and vest in Customer;

- b) identifies any Deliverables and/or other Materials as "Type B Materials", all newly created property, rights, title, interest and Intellectual Property Rights in such Deliverables and/or other Materials shall, subject to Clause 15.10, belong to and vest in the Supplier;
- c) identifies any Deliverables and/or other Materials as "Type C Materials", all newly created property, rights, title, interest and Intellectual Property Rights in such Deliverables and/or other Materials shall, subject to Clause 15.11, belong to and vest in the Supplier.

15.3 Subject to Clause 15.1 and 15.15,

- a) all Deliverables ; and
- b) any other Material (including Modifications to Material) which is created by, for or on behalf of Buyer (including by the Supplier) in anticipation of, in connection with and/or in the course of the performance or receipt of the Services;

that are not identified in a SOW as either Type A Materials, Type B Materials or Type C Materials shall be deemed to be Type A Materials and all newly created property, rights, title, interest and Intellectual Property Rights in such Deliverables and/or other Materials shall belong to and vest in Customer (and all references to Type A Materials shall include such Deliverables and/or other Materials).

15.4 Subject to Clause 15.1 and 15.15, the Supplier hereby assigns absolutely (and shall procure that all Supplier Personnel and subcontractors assign absolutely) to Customer (or a member of the Customer Group where requested by Buyer) or by way of present assignment of property, rights, title and interest, all Intellectual Property Rights in Type A Materials ("Assigned Rights"), all of which shall vest in Customer immediately upon creation of the same with full title guarantee and free from all encumbrances and other rights of whatever nature exercisable by any third party, together with the right to take action for any past, present and future infringement and claim damages and other remedies in respect of any infringement or alleged infringement of such Intellectual Property Rights.

15.5 The Supplier shall (and shall procure that Supplier Personnel and subcontractors shall) comply with Clause 42 (Further Assurance) in order to perfect, confirm, formalise or achieve the assignment of the Intellectual Property Rights in Clauses 15.1b), 15.2a), 15.3 and 15.4 in Type A Materials and the Buyer Data (or Modifications to Buyer Data).

15.6 The Supplier shall ensure that all the Supplier Personnel irrevocably and unconditionally waive any moral rights in or relating to any Type A and shall on request provide Buyer with written evidence of such waiver.

15.7 Buyer hereby grants to the Supplier a non-exclusive, non-transferable (save to members of the Supplier Group and subcontractors), royalty free, worldwide, personal licence to use Buyer Background Material during the term of the SOW only to the extent necessary and for the sole purpose of the proper performance of its obligations under the relevant SOW, save that where Buyer Background Material comprises software, the terms of the licence for such software shall be subject to any restrictions set out in the SOW or as otherwise notified to the Supplier in writing; and

15.8 Unless specified otherwise in the SOW, the licences granted by Buyer pursuant to Clause 15.7 shall terminate automatically at the end of the term of the relevant SOW or earlier termination, or (if earlier) when such Buyer Background Material ceases to be required in connection with the performance of the Supplier's obligations under the SOW.

15.9 The Supplier shall not do anything or cause anything to be done which would prejudice the valid Intellectual Property Rights of Buyer (including any member of the Customer Group) in any Buyer Background Material or Type A Materials.

Buyer shall not do anything or cause anything to be done which would prejudice the valid Intellectual Property Rights of any member of the Supplier Group in any Supplier Background Material or Type B Materials or Type C Materials.

15.10 Licence of Type B Materials. Subject to Clauses 15.1, 15.15 and subject to any supplemental terms contained in a relevant SOW, the Supplier hereby grants, (and shall procure that each of its suppliers and sub-contractors grants) to Buyer, Customer and the Customer Group a non-exclusive, worldwide, irrevocable, royalty-free, perpetual licence to use execute, copy, maintain and distribute Type B Materials identified in a SOW, to the extent necessary and for the sole purpose of enabling (i) Buyer to provide services and deliverables to the Customer Group; and (ii) each member of the Customer Group to receive and obtain the benefit of the Services and/or use the Deliverables for the Customer Group's own internal business purposes.

Such licence shall extend to the:

(a) Customer's customers, agents, suppliers, service providers, contractors, financial services providers and financial industry bodies with whom Customer Group does business;

(b) Regulatory Authorities having power over Customer (or any member of the Customer Group),

in each case for the sole purpose of enabling members of the Customer Group to receive and obtain the benefit of the Services and/or use the Deliverables for the Customer Group's own internal business purposes, but not otherwise

15.11 Licence of Type C Materials. Subject to Clauses 15.1, 15.15 and subject to any supplemental terms contained in a relevant SOW any Type C Materials identified in a SOW shall be deemed to be included within the licensed materials licensed to the Customer pursuant to the Licence Agreement and subject to the terms set out therein. The Supplier hereby grants to Buyer a non-exclusive, revocable (as detailed in the Licence Agreement), royalty-free, licence within the UK (or such other territory detailed in the Licence Agreement) for a period commencing on creation and continuing until the date that (i) the relevant SOW terminates; or (ii) (if later) the Licence Agreement is terminated to use execute, copy, maintain and distribute Type C Materials identified in a SOW, to the extent necessary and for the sole purpose of enabling Buyer to provide services and deliverables to the Customer Group.

15.12 Each Party agrees to maintain any copyright notice and any other legend of ownership on any copies made under the licences granted in this Clause 15.

15.13 The Supplier shall have the right to use skills, methodology and know-how acquired by the Supplier in the performance of the Services, provided that (and only if) such skills, methodology and know-how do not comprise any Buyer Background Material or any Buyer Confidential Information.

15.14 For the purposes of this Clause 15, "newly created" means created in the performance of the Services and/or the supply of the Deliverables.

15.15 For the avoidance of doubt nothing in this Agreement shall operate to assign any title, interest or Intellectual Property Rights in the Supplier's Mobile Money Manager which shall be deemed to belong to and be vested in, and remain vested in the Supplier, the Buyer's and Customer's use of which shall be subject to the terms of the Licence Agreement.

16.0 Liability for Third Party Claims

16.1 Supplier will defend, hold harmless and indemnify, including reasonable legal fees, Buyer and Buyer Personnel, and Customer and Customer Personnel (together the "Indemnified Parties") against legal proceedings brought by a third party

that directly result from the negligent or intentional acts or omissions of Supplier or Supplier Personnel or material breach by Supplier of any term of this Agreement ("Third Party Claim").

16.1A Handling of Third Party Claims:

- 16.1A.1: The Indemnified Parties will promptly notify the Supplier in writing of any Third Party Claim to which Clause 16.1 applies;
- 16.1A.2 The Indemnified Parties will not make any admission as to liability or compromise or agree to any settlement of any Third Party Claim without the prior written consent of the Supplier which consent shall not be unreasonably withheld or delayed; and
- 16.1A.3 The Indemnified Parties will use their reasonable endeavours to mitigate any losses that they suffer or incur as a result of such Third Party Claim.

16.1B The Supplier shall, at its own expense, be entitled to have control over the conduct of, or settlement of litigation arising from any Third Party Claim (including the right to appeal any court award or decision) and the Indemnified Parties shall, at the Supplier's request and expense, give the Supplier reasonable assistance in connection with those negotiations and such Third Party Claim.

16.2 Intellectual Property Indemnification

- 16.2.1 Each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party and its officers, directors, employees, agents, (the "Indemnified Parties") in respect of all Losses paid in settlement in relation to any Claim by a third party that the ownership, possession, licence, use, development or modification (all in accordance with the terms of the SOW) of any Deliverable, New Material or (in the case of the Supplier) Supplier Background Material provided by the Supplier or (in the case of the Buyer) Buyer Background Material owned by and/or provided by the Buyer (but, subject to Clause 10.5, excluding any Material provided by Customer which is simply passed to the Supplier by the Buyer) ("Infringing Item") infringes and/or misappropriates the Intellectual Property Rights of a third party, whether or not such Losses were foreseeable at the effective date of the SOW Date.
- 16.2.2 Buyer and the Supplier agree that:
 - (a) they shall notify the other party in writing of any Claim to which Clause 16.2.1 applies ("IP Claim") and provide to the other party reasonable assistance, at the Indemnifying Party's expense, which the Indemnifying Party may reasonably request in connection with the defence of any such IP Claim;
 - (b) they shall not make any admission as to liability or compromise or agree to any settlement of any IP Claim without the prior written consent of the other party which consent shall not be unreasonably withheld or delayed;
 - (c) the Indemnifying Party shall, at its own expense, be entitled to have control over the conduct of, or settlement of litigation arising from any IP Claim (including the right to appeal any court award or decision) and the Indemnified Party shall, at the Indemnifying Party's request and expense, give the Indemnifying Party reasonable assistance in connection with those negotiations and such IP Claim.

- 16.2.3 An Indemnifying Party agrees to keep the other party notified as appropriate in relation to any material developments in relation to any IP Claim.

16.3 Without prejudice to the indemnity in Clause 16.2.1, if any IP Claim is made against any Indemnified Party, the Indemnifying Party shall at its own expense either:

- 16.3.1 promptly procure, at no cost to Indemnified Party a right for Indemnified Party to continue using the Infringing Item (or any part thereof), as applicable, in accordance with the terms of the relevant SOW; or
- 16.3.2 promptly modify or replace the Infringing Item (or any part thereof), as applicable, so that it ceases to be infringing, provided that no such modification or replacement will diminish the functional or technical capabilities of any such item. Any modified or replacement Deliverable, New Material, Background Material (or any part thereof), as applicable, must comply with the terms of this Base Agreement and SOW including any relevant warranties contained in Clause 13 (Warranties) and the Indemnifying Party must procure for Indemnified Party all necessary rights to enable the full use of the relevant modified or replacement item as contemplated by the relevant SOW.

16.4 The Supplier and Buyer (as appropriate) shall each also be entitled to take either of the actions set out in Clauses 16.3.2 or 16.3.3 if it can demonstrate to the reasonable satisfaction of the other party that an IP Claim will, or is likely, to occur and gives the other party reasonable notice and has consulted with the other party prior to taking such actions.

16.5 Without limiting the Indemnifying Party's other obligations under this Clause 16, if the Indemnifying Party is unable to perform any of the options described in Clauses 16.3.2 and 16.3.3, or such options are not reasonably feasible then:

- 16.5.1 Either party may require that the Infringing Item be returned to the Indemnifying Party (in which case where the Supplier is the Indemnifying Party it shall repay to Buyer the amounts paid in respect of such item); and
- 16.5.2 The Indemnified Party may, by written notice to the Indemnifying Party having immediate effect, terminate such part of the SOW as is affected by the return of the relevant item which (i) where the Indemnified Party is the Buyer includes any part in relation to which Buyer is unable to take the full benefit as a result of such return; and (ii) where the Indemnified Party is the Supplier includes any part in relation to which the Supplier is unable to perform its obligations as a result of such return or, (i) where Buyer's inability to use the affected item materially reduces the benefit of the SOW to Buyer, Buyer may terminate the SOW as a whole; and (ii) where Supplier's inability to use the affected item materially impacts its ability to perform its obligations under the SOW Supplier may terminate the SOW as a whole. Any such termination (in full or in part) shall be deemed to be as a consequence of a material breach of the SOW by the other party.

16.6 The indemnity described in Clause 16.2.1 shall not extend to any IP Claim if and to the extent that it results from:

- 16.6.1 Modification of the relevant Deliverable and/or Background Material, by the Indemnified Party (unless such Modification is expressly contemplated and recorded in the relevant SOW or otherwise authorised by the Indemnifying Party);
- 16.6.2 use or incorporation of the relevant Deliverable or Background Material by the Indemnified Party otherwise than in accordance with the SOW or in a manner for which it was not designed or with items not provided by the Indemnifying Party, where such use or incorporation has not been authorised by the Indemnifying Party;

16.6.3 anything provided by Indemnified Party or a third party on Indemnified Party's behalf or the Indemnifying Party's compliance with any designs, specifications or instructions provided by the Indemnified Party's, or a third party on Indemnified Party's behalf, where the actual compliance with such designs, specifications or instructions causes the relevant infringement rather than the manner in which or means by which such designs, specifications or instructions are complied with; or

16.6.4 use, or incorporation, of Open Source Code in circumstances where:

16.6.4.1 the Indemnifying Party has notified Indemnified Party in writing of the proposed use or incorporation of such Open Source Code and has advised Indemnified Party in that notice that the indemnity will not apply to the such Open Source Code; and

16.6.4.2 the Indemnifying Party has obtained Indemnified Party's prior written consent to the use or incorporation of such Open Source Code following receipt by Indemnified Party of such notice.

17.0 Limitation of Liability between Supplier and Buyer

17.1 In no event will either party be liable to the other for economic loss (including loss of profits, business, revenue, goodwill or anticipated savings), special, indirect or consequential loss.

17.2 Neither party seeks to limit its liability for:

17.2.1 death or personal injury caused by its negligence;

17.2.2 fraud, fraudulent misrepresentation or dishonesty;

17.2.3 infringement of any third party Intellectual Property Rights; or

17.2.4 infringement of the other party's Intellectual Property Rights

17.3 Subject to the provisions of Clauses 17.1 and 17.2 Supplier's liability under the Agreement (whether arising in contract, tort (including negligence), statute or otherwise) in respect of all claims, Losses, acts or omissions of Supplier, its/their employees, agents or sub-contractors, occurring at any time, shall be limited in aggregate to amount equal to the greater of (i) 150% of the amount of Charges (excluding expenses) paid or payable by Buyer to Supplier under the relevant SOW and each Related SOW prior to the date of the event giving rise to such claim; and (ii) £500,000 (five hundred thousand pounds).

17.4 Subject to Clause 17.1 and 17.2, the maximum overall aggregate liability of Buyer under and/or in connection with the relevant SOW (whether arising in contract, tort (including negligence), statute or otherwise) in respect of all claims, Losses, acts or omissions of Buyer, its/their employees, agents or sub-contractors, occurring at any time, shall be limited to an amount equal to the Charges paid or payable by the Buyer to the Supplier under the relevant SOW.

17.5 The provisions of Clause 17.1 shall not be taken as excluding the liability of the Supplier for:

17.5.1 any reasonable additional operational and/or administrative costs and expenses of the other party reasonably and necessarily incurs, arising from the its act, omission or other default; or

17.5.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the other party arising from the its act, omission or other default,

provided always that prior to incurring such additional costs or charges it shall first notify the other party of its intention and the parties shall promptly meet to discuss how such costs or charges could be mitigated or reduced. Notwithstanding the foregoing Buyer shall (i) use Commercially Reasonable Efforts to mitigate such costs or charges; and (ii) provide documentary evidence of such costs or charges if requested by Supplier.

17.6 To the fullest extent permitted by Relevant Laws, neither party shall bring a legal action, regardless of form, arising out of or related to the SOW more than two years after that party becomes aware of the cause of action which is the subject of that legal action.

18.0 Supplier and Supplier Personnel

18.1 Supplier is an independent contractor and this Agreement does not create an agency, partnership, or joint venture relationship between Buyer and Supplier or Supplier Personnel. Buyer assumes no liability or responsibility for Supplier Personnel. Supplier will:

1. ensure it and Supplier Personnel are in compliance with all laws, regulations, ordinances, and licensing requirements;
2. be responsible for the supervision, control, compensation, withholdings, health and safety of Supplier Personnel;
3. inform Buyer if a former employee of Buyer will be assigned work under this Agreement (to the extent that Supplier is aware that such person is a former employee of Buyer), such assignment subject to Buyer approval which will not be unreasonably withheld or delayed;
4. upon request, provide Buyer, for export evaluation purposes, to the extent permitted by law, the country of citizenship and permanent residence and immigration status of those persons. Buyer retains the right to refuse to accept persons made available by Supplier for export control reasons;
5. not discriminate against any employees, applicants for employment, or any entity engaged in its procurement practices because of race, color, religion, sex, age, national origin, or any other legally protected status;
6. (a) be solely responsible for, and fully and properly complete and submit to the relevant government immigration authority, all required immigration forms and documents for all Supplier Personnel performing Services hereunder, maintain such forms and documents as required by law and, subject to applicable laws (in particular laws regarding data privacy) ,make such forms and documents available to Buyer upon request, and
(b) ensure that Supplier Personnel who do not meet all immigration requirements do not perform Services under this Agreement;
7. not assign to work under this Agreement any Supplier Personnel that are subject to any restrictive covenants that could limit such Supplier Personnel from performing Services for Buyer or Customer;
8. remove from any assignment under this Agreement, at the Buyer's reasonable request any Supplier Personnel that the Buyer reasonably requests be so removed;
9. comply, at its own expense, with all applicable laws regulations and ordinances relating to verification of employment eligibility for Personnel; and
10. upon Buyer's request, provide reasonable documentation to verify compliance with this Section titled "Supplier and Supplier Personnel".

18.2 Screening

18.2.1 Supplier warrants that it has carried and will continue to carry out the screening process as set out in Section 1 to no less than the standard set out therein of any members of Supplier Personnel engaged in performing the Services at a Buyer or Customer site or with access to Buyer or Customer systems.

18.2.2 In addition to the process detailed in Clause 18.2.1 the Supplier shall ensure that:

- a) Supplier Personnel are vetted in accordance with any specific vetting requirements applicable to the Supplier Personnel that are agreed between the parties in a SOW; and
- b) all Supplier Personnel are vetted in accordance with such other reasonable procedures or requirements as may be notified in writing by Buyer to the Supplier from time to time (and agreed in accordance with the Change Control Procedure);

18.2.3 The Supplier shall identify any members of the Supplier Personnel who are not employees of the Supplier, if, to the extent and when Buyer requests the Supplier to do so.

18.3 The Supplier shall obtain all necessary working permits or visas in order that any Supplier Personnel who are foreign nationals are able to work in the United Kingdom.

18.4 The Supplier shall be responsible for making appropriate PAYE deductions for tax and National Insurance contributions from the remuneration it pays Supplier Personnel (whether or not the true status of such persons is that of an employee) and subject to Clause 17 (Limitations of Liability Between Buyer and Supplier) the Supplier agrees to indemnify Buyer in respect of any claims, penalties or interest that may be made by the relevant authorities against Buyer in respect of tax demands or employees' National Insurance or similar contributions relating to the Supplier's performance of the relevant SOW.

18.5 Key Personnel

18.5.1 The Supplier shall ensure that the Key Personnel (if any) undertake the roles to which they are assigned in the relevant SOW and that unless otherwise stated in the SOW all Key Personnel are engaged on a full time and exclusive basis in support of the relevant SOW, provided always that if a member of Key Personnel referenced under a SOW has completed all available tasks under such SOW the Supplier may re-allocate such Key Personnel to alternative customers and tasks until such time as the Key Personnel is again required for tasks under the relevant SOW.

18.5.2 Subject to Clause 18.5.4, the Supplier may replace a member of Key Personnel (with a replacement who satisfies the requirements of Clause 13.2.7 and this Clause 18 and is acceptable to Buyer) on giving Buyer ten (30) days' notice (or such other period as the parties may agree from time to time in writing) (the "Required Notice"). The Supplier shall use Commercially Reasonable Efforts to keep such replacements to a minimum.

18.5.3 The Supplier may give less than the Required Notice:

- a) where any replacement is necessitated by the death or illness of the Key Personnel in question;
- b) where any replacement is no longer employed by the Supplier; or
- c) where a Key Personnel has requested to be redeployed; and
 - i) the Supplier has consulted with Buyer in respect of such redeployment; and
 - ii) Buyer has approved in writing such redeployment taking place without the Supplier giving the Required Notice,

and in such cases the Supplier shall promptly notify Buyer and provide a replacement who satisfies the requirements of Clause 13.2.717 and this Clause 18 and is acceptable to Buyer.

- 18.5.4 If a member of the Supplier Personnel (including Key Personnel) is replaced, then the Supplier shall bear the cost of any handover activities to the replacement personnel (including the cost of any time spent up-skilling and familiarising any replacement personnel in relation to the Services and Deliverables. This Clause 18.5.4 shall not apply where a member of the Supplier Personnel is replaced because Buyer requires the relevant replacement and does not have reasonable grounds for requiring such replacement.

19.0 On Premises Guidelines

19.1 Supplier will ensure that Supplier Personnel assigned to work on Buyer's or Customer's premises will comply with this Section.

19.2 Access to Premises

Supplier will:

1. obtain for each person a valid identification badge from Buyer and ensure that it is displayed to gain access to and while on Buyer's or Customer's premises (it is Buyer's policy to deactivate any such badge if not used in ninety days);
2. maintain a signed acknowledgment that each person will comply with Buyer's Safety & Security Guidelines;
3. at Buyer's reasonable request, remove a person from Buyer's or Customer's premises and not reassign such person to work on Buyer's or Customer's premises (Buyer is required to provide a reason for such request) provided always that where the Buyer has not demonstrated reasonable grounds for such removal the Supplier shall not be liable for any failure caused by the sudden and unexpected removal of such individual;
4. coordinate with Buyer or Customer (as appropriate) access to Buyer's or Customer's premises during non-regular working hours;
5. upon Buyer's request, provide documentation to verify compliance with this Subsection.
6. if and when directed by Buyer, the Supplier shall provide a list of the names, job descriptions and business addresses of all Supplier Personnel whom the Supplier expects may require admission onto Buyer and/or Customer Premises in connection with the performance of the Services and/or provision of the Deliverables. Failure by the Supplier to comply with this sub Clause 6 within a reasonable time of receipt of notice to do so will entitle Buyer and/or Customer to refuse admission to its premises to any person who has not been previously notified to Buyer.

19.3 General Business Activity Restrictions

(a) Supplier will ensure that Supplier Personnel assigned to work on Buyer's or Customer's premises will not:

1. conduct any non-Buyer related business activities (such as interviews, hirings, dismissals or personal solicitations) on Buyer's or Customer's premises;
2. conduct Supplier's Personnel training on Buyer's or Customer's premises, except for on-the-job training;
3. attempt to participate in Buyer or Customer benefit plans or activities;
4. send or receive non-Buyer related mail through Buyer's or Customer's mail systems; and
5. sell, advertise or market any products or distribute printed, written or graphic materials on Buyer's or Customer's premises without Buyer's written permission.

(b) Supplier will, for Supplier Personnel assigned to work on Buyer's or Customer's premises:

1. obtain for each person a valid identification badge from Buyer and return identification badges upon completion or termination of Supplier Personnel assignments;
2. ensure that each person with regular access to Buyer's and Customer's premises complies with all parking restrictions and with vehicle registration requirements if any; and
3. ensure that each person remains in authorized areas only (limited to the work locations, cafeterias, rest rooms, and, in the

event of a medical emergency, Buyer's or Customer's medical facilities).

19.4 Buyer's Safety and Security Guidelines

Supplier will ensure that Supplier Personnel assigned to work on Buyer's or Customer's premises:

1. do not bring weapons of any kind onto Buyer's or Customer's premises;
2. do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances (for nonmedical reasons) or alcoholic beverages while on Buyer's or Customer's premises;
3. do not have in their possession hazardous materials of any kind on Buyer's or Customer's premises without Buyer's authorization.

Supplier will promptly notify Buyer of any accident or security incidents (such as those involving loss or misuse of, or damage to, Buyer's Assets (as defined below), physical altercations, assaults or harassment) and provide Buyer with a copy of any accident or incident report involving the above.

19.5 Asset Control

For purposes of this Subsection, the term "Buyer Assets" means information, information assets, supplies or other property, including property owned by third parties (such as Buyer Customers) that is accessed by Buyer Personnel or provided to Supplier Personnel by (or on behalf of) Buyer. Supplier Personnel will:

1. not remove Buyer Assets from Buyer's or Customer's premises without Buyer's authorization;
2. use Buyer Assets only for purposes of this Agreement;
3. only connect with, interact with or use programs, tools or routines that Buyer agrees are needed to provide Services;
4. not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers;
5. not copy, disclose or leave such assets unsecured or unattended, in the event the Buyer Assets are confidential; and
6. immediately notify Buyer of any security incidents involving Buyer Assets and provide Buyer with a copy of any accident or incident report involving the above.

Buyer may periodically audit Supplier's data residing on Buyer Assets.

19.6 Supervision of Supplier's Personnel

(a) Supplier will:

1. provide consistent and effective supervision of its Personnel provided under this Agreement, at no additional cost to Buyer;
2. conduct orientation sessions with its Personnel before placement on an assignment with Buyer and identify and provide contact information (which shall be updated by Supplier as necessary) for all supervisor(s) for its Personnel;
3. instruct its Personnel that employment related issues should be brought forward to Supplier (and not Buyer). Where such issues relate to actions which are alleged to have been taken by Buyer or Buyer Personnel, Supplier will notify Buyer immediately in order that appropriate investigative action be taken.

(b) Supplier's supervisor(s) shall:

1. exercise full supervisory authority over all day-to-day employment relationship decisions relating to Supplier's Personnel, including those decisions relating to: wages, hours, terms and conditions of employment, hiring, discipline, performance evaluations, termination, counseling and scheduling; and
2. know each work location's planned holiday (and other closing) schedules and the impacts all such schedules have on Supplier Personnel.

(c) Notwithstanding any other language or agreement to the contrary, Supplier agrees that Buyer has no responsibility to approve, and that Buyer will not approve, timesheets for any Supplier Personnel. If Buyer should review, sign and/or submit timesheets for Supplier Personnel, whether manually or electronically, as part of Buyer's billing verification processes, the parties acknowledge and agree that such review, signature and/or submission shall in no way constitute concurrence or approval of such timesheets, nor create any other commitment or obligation on the part of Buyer to Supplier or Supplier Personnel.

19.7 Time sheets

Notwithstanding any other language or agreement to the contrary, Buyer will not, and Supplier agrees that Buyer has no responsibility to approve any Supplier Personnel's time sheets. If Buyer should review, sign and/or submit Supplier Personnel's timesheets, whether manually or electronically, as part of Buyer's billing verification processes, the parties acknowledge and agree that such review, signature and/or submittal shall in no way constitute concurrence or approval of such timesheets, nor create any other commitment or obligation on the part of Buyer to Supplier or Supplier Personnel.

20.0 Insurance

20.1 The Supplier shall take out and maintain at all times during the term of the SOW the following insurance with reputable insurers:

- a) professional indemnity insurance for an insured amount of not less than £7,500,000 (seven million five hundred thousand pounds sterling);
- b) public liability insurance for an insured amount of not less than £10,000,000 (ten million pounds sterling) per occurrence;
- c) employer's liability insurance as required by Relevant Laws but not less than £5,000, 000 (five million pounds sterling).

20.2 The Supplier shall on request by Buyer promptly provide Buyer with reasonable evidence of the required policies.

20.3 For the avoidance of doubt, none of the requirements contained in this Clause 20 as to type or level of insurance cover to be maintained by the Supplier shall in any manner limit the liabilities and obligations of the Supplier under the SOW.

21.0 Termination

21.1 Termination of this Base Agreement or a SOW for cause

21.1.1 Either party may at any time by notice in writing to the other party terminate this Base Agreement, without any Termination Fee payable by the terminating party if;

21.1.1 the other party (i) has a meeting convened for the passing of a resolution for its winding up (other than a voluntary liquidation for the purposes of reconstruction); (ii) enters into a scheme or voluntary arrangement with its creditors; (iii) is the subject of a petition presented for the appointment of an administrator; (iv) has a receiver appointed over any of its property or assets; or (v) is the subject of a petition presented for his bankruptcy. Such termination will be effective upon notice in writing to the other party, liquidator, administrator or receiver; or

21.1.2 the other party commits a material breach of this Agreement which is not remedied within twenty (20) Working Days after the non-breaching party has given written notice to the breaching party requiring such breach to be remedied; or

21.1.3 there is a breach by the other party of any provision hereof which expressly entitles the non-breaching party to terminate this Base Agreement or a SOW.

21.1.2 Without prejudice to Buyer's other rights and remedies including any specific termination provisions contained elsewhere in the Agreement, the following events shall allow Buyer to terminate a SOW for Supplier Fault immediately on giving notice to the Supplier:

21.2.1 the Supplier has committed a material breach of the SOW which is not capable of being remedied; or

21.2.2 a Key Milestone is not achieved by the end of the applicable Liquidated Damages Period or, if applicable the relevant Delay Remedy Period (whichever is later); or

21.2.3 there has been a material breach by the Supplier of any of its obligations under the Agreement including but not limited to (Clauses 22.7 (Confidential Information), 27 (Data Protection), 29 (IT Security) and 35 (Conflicts of Interest) ("Relevant Provisions"), and for the purposes of this Clause 21.2.3 a material breach will be deemed to include any breach of the Relevant Provisions which directly results in:

- any adverse publicity in respect of any member of the Buyer or Customer Group or which otherwise detrimentally affects the reputation or goodwill of any member of the Buyer or Customer Group;
- any third party (including any Regulatory Authority or any customer, contractor, supplier, agent or employee of any member of the Customer Group) bringing a bona fide claim, action or proceedings against Buyer and/or any member of the Nationwide Group; or
- any censure of any member of the Customer Group by any Regulatory Authority.

21.1.3 Without prejudice to the Supplier's other rights and remedies including any specific termination provisions contained elsewhere in the Agreement, the following events shall allow the Supplier to terminate the relevant SOW in whole or in part on giving written notice to Buyer:

- (a) Buyer has committed a material breach of the SOW which is not capable of being remedied or which is not remedied within twenty (20) Working Days of receipt of notice of the breach; or
- (b) there has been a material infringement by Buyer of any of its obligations under the Base Agreement which is relevant to the SOW in question including but not limited to the Intellectual Property Rights or Confidential Information of the Supplier which Buyer has failed to remedy and discontinue within twenty (20) Working Days of receipt of notice of the breach; and

the Supplier's rights under this Clause 21.1.3 shall constitute the sole rights of the Supplier to terminate the relevant SOW.

21.2 Termination for convenience

21.2.1 Either party may terminate this Base Agreement as a whole if there are no outstanding SOWs or WA's.

21.2.2 Subject to payment by the Buyer of the Termination Fee (if any), Buyer may terminate a SOW for convenience and without cause at any time by giving to the Supplier not less than seven (7) Working Days notice (or such other period of notice as is specified in the SOW).

21.3 Consequences of termination

Upon termination of this Base Agreement (or an individual SOW as appropriate):

21.3.1 the Supplier shall immediately cease all work under this Base Agreement and any SOWs (or in the case of partial termination the terminated SOW(s));

21.3.2 the Supplier shall prepare and submit to Buyer an itemization of all completed and partially completed Deliverables and Services provided always that unless termination is by the Buyer 'for cause' pursuant to Clause 21.1, the Supplier shall be entitled to charge for such work at the Agreed Rates the costs of which shall be agreed in writing by the parties prior to being incurred if not already expressly provided for as part of Fixed Price Charges already paid;

21.3.3 the Buyer shall be liable to pay the Supplier:

(i) all fees and charges due for work performed in accordance with the terms of this Agreement, up to the effective date of termination in accordance with the payment terms of the Agreement, and where the Services or Deliverables are being provided for a Fixed Price, such fees and charges shall be calculated using the Agreed Rates;

(ii) the Recoverable Expenses in respect of Services performed up until the effective date of termination;

(iii) any miscellaneous costs in accordance with Clause 5.21 of this Base Agreement that the Supplier has incurred but not yet invoiced.

21.3.4 (subject to Clause 21.3.3) the Supplier shall deliver to Buyer all completed and partially completed Deliverables and Services, itemised in accordance with Clause 21.3.2 up to the date of termination at the agreed upon Prices in the relevant SOW and/or WA and any work in process; and

21.4 In the event Buyer terminates without Cause, Buyer will pay to Supplier the Termination Fee, if any, which is agreed in the relevant SOW.

21.5 Where a party terminates a SOW at a time when more than one SOW is in force, the SOW not terminated shall remain in full force and effect, shall be completed in accordance with and shall remain subject to the terms of that SOW and this Base Agreement.

22.0 General

22.1 Amendments

This Agreement may only be amended by a writing specifically referencing this Agreement which has been signed by authorized representatives of the parties.

22.2 Assignment and Transfer

22.2.1 Neither party shall assign or transfer this Base Agreement or any SOW without the prior written consent of the other party.

22.3 Choice of Law; Waiver of Jury Trial; Limitation of Action

This Agreement and the performance of transactions under this Agreement will be governed by the laws of England and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

22.4 Neither party shall, during the course of this Agreement make direct unsolicited offers of employment to an employee of the other party who has been engaged in a similar managerial or technical capacity in connection with the Agreement without the prior written consent of the other party, Provided always that nothing in this Clause shall prevent or restrict either party from running national recruitment campaigns or from making offers of employment to any individual who may respond to such a campaign.

22.5 Counterparts

This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any copy of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

22.6 Ethical Dealings

Each party will be familiar and will strictly comply with all laws and regulations on bribery, corruption, and prohibited business practices. Each party and its Affiliates has not and will not, for the purpose of influencing or inducing anyone to influence decisions in its favor or any of its Affiliates, offer, promise or make or agree to make, directly or indirectly, (a) any political contributions of any kind or any payment to or for the benefit of any public official, whether elected or appointed, (b) any payments for gifts, meals, travel or other value for a government employee or his/her family members or (c) any payments or gifts (of money or anything of value) to anyone. This means, for example, any form of facilitation payment (i.e. small bribes paid to facilitate government action) is prohibited.

22.7 Exchange of Information

The terms and conditions of the Confidentiality Agreement shall apply to this Base Agreement and to any SOW and WA. The parties will not publicize the terms of this Agreement, or the relationship, in any advertising, marketing or promotional materials without prior written consent of the other party except as may be required by law, provided the party publicizing gives the other party reasonable prior notice to allow the other party a reasonable opportunity to obtain a protective order. Supplier will use information regarding this Agreement only in the performance of this Agreement. Any contacts with government employees by Supplier on Buyer's behalf may only be for the purpose of providing Services under this Agreement. Notwithstanding the foregoing either party shall be entitled to refer to other party by name for the sole purpose of identifying the other party as a customer/supplier (as appropriate).

For any Personal Data relating to a party's Personnel that a party provides to the other under this Agreement that party shall obtain the agreement of such Personnel to release the information to the other and to allow the other to use, disclose and transmit such information in connection with this Agreement.

22.8 Freedom of Action

This Agreement is nonexclusive and either party may design, develop, manufacture, acquire or market competitive products or services. Buyer will independently establish prices for resale of Deliverables or Services and is not obligated to announce or market any Deliverables or Services and does not guarantee the success of its marketing efforts, if any.

22.9 Force Majeure

22.9.1 Subject to Clause 22.9.2, the Supplier shall not be liable to Buyer for any delay in performing, or failure to perform, any of its obligations under this Agreement if and to the extent that the failure or delay is caused as a result of any Force Majeure Event, provided that such failure or delay could not have been prevented by reasonable precautions. The time for performance of an obligation which is affected by a Force Majeure Event shall be extended by a period which reflects the delay caused by the Force Majeure Event.

22.9.2 The Supplier shall be entitled to claim relief under Clause 22.9.1 in respect of a Force Majeure Event only if (and, in the case of Clauses 22.9.2 (c) to 22.9.2 (d) inclusive, for the period during which) it:

(a) immediately informs Buyer in writing of the nature and severity of the Force Majeure Event (including its estimated duration and impact on the Supplier's ability to perform its obligations), and its wish to claim relief under Clause 22.9.1;

(b) takes reasonable steps to mitigate the effects of any Force Majeure Event on the Supplier's ability to perform its obligations under this Agreement;

(c) makes Commercially Reasonable Efforts to resume or maintain performance (with as little disruption to the Supplier's performance as reasonably possible) of its obligations under this Agreement as soon as reasonably possible; and

(d) puts into operation a suitable business continuity plan.

22.9.3 For the avoidance of doubt, if under Clause 22.9.1 the Supplier is relieved from performing any obligation:

(a) it shall not be entitled to payment for the performance of that obligation in respect of the period for which relief is obtained; but

(b) shall be entitled to payment for the performance of its obligations under this Clause 22.9 (provided such payment does not exceed the payment applicable to any obligation for which relief is obtained by the Supplier under Clause 22.9.1).

22.9.4 If pursuant to this Clause 22.9, the Supplier is excused from the performance of Services and/or provision of the Deliverables for more than ten (10) days, Buyer may terminate the relevant SOW or the element of the relevant SOW affected by the Force Majeure Event by giving written notice of termination to the Supplier.

22.10 Obligations of Affiliates

Affiliates will acknowledge acceptance of the terms of this Agreement through the signing of a PA before conducting any transaction under this Agreement.

22.11 Prior Communications and Order of Precedence

This Agreement replaces any prior oral or written agreements or other communication between the parties with respect to the subject matter of this Agreement, excluding any confidential disclosure agreements. In the event of any conflict in these documents, the order of precedence will be:

1. (subject always to Clause 2.2.2) the quantity, payment and delivery terms of the relevant WA;
2. the relevant SOW; and
3. this Base Agreement;.

If there is a conflict or inconsistency between any Clause of, and any Schedule to, this Base Agreement the Clause prevails. For this purpose an omission (whether deliberate or inadvertent) is not, by itself, to be construed as giving rise to a conflict or inconsistency.

22.12 Rights of Third Parties

A person who is not a party to this Agreement has no rights under this Agreement (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

22.13 Severability

The parties intend each provision of this Agreement to be severable and distinct from the others. If any provision of the Agreement shall be held to be illegal or unenforceable in whole or in part, the parties intend that such provision or part shall, to the extent it is held to be illegal or unenforceable, be deemed not to form part of the Agreement but that legality, validity and enforceability of the remainder of the Agreement shall not be affected.

If any provision or part of this Agreement is severed as illegal or unenforceable, the parties shall seek to agree to modify this Agreement to the extent necessary to render it lawful and enforceable and as nearly as possible to reflect the intentions of the parties embodied in this Agreement including the illegal or unenforceable provision or part.

22.14 Survival

The provisions set forth in the following Sections and Subsections of this Base Agreement will survive after termination or expiration of this Agreement and will remain in effect until fulfilled: "Definition", "Timetable", "Taxes", "Pricing", "Payments and Acceptance", "Ongoing Warranties", "Intellectual Property", "Liability for Third Party Claims", "Limitation of Liability between Supplier and Buyer", "Record Keeping and Audit Rights", "Choice of Law; Waiver of Jury Trial; Limitation of Action", "Exchange of Information", "Data Protection", "Dispute Resolution Procedure", "Notices", "Rights of Third Parties", "Termination Assistance and Employment Matters" and "Prior Communications and Order of Precedence".

22.15 Waiver

Delay in exercising, or failure to exercise, any right or remedy in connection with the Agreement shall not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of this Agreement in any instance shall not operate as a waiver of any further exercise or enforcement of that right and the waiver of any breach shall not operate as a waiver of any subsequent breach. No waiver in connection with the Agreement shall, in any event, be effective unless it is in writing, refers expressly to this Clause, is duly signed by or on behalf of the party granting it and is communicated to the other party in accordance with Clause 28 (Notices).

22.16 Cumulative Rights

The rights and remedies of the parties in connection with this Agreement are cumulative and shall, unless expressly stated otherwise in this Agreement, be in addition to every other remedy given in this Agreement, existing at law or in equity, by statute or otherwise and, except as expressly provided for in this Agreement, are not exclusive of, and may be exercised without prejudice to, any other rights or remedies provided in this Agreement, by law or equity or otherwise. Except as expressly stated in this Agreement (or in law or in equity in the case of rights and remedies provided by law or equity) any right or remedy may be exercised wholly or partially from time to time.

23.0 Supplier Conduct Principles

Supplier will comply with the Supplier Conduct Principles Letter Agreement ("SCPLA") and the terms and conditions of the SCPLA apply to this Agreement.

24.0 Not used

25.0 Not used

26.0 Buyer Policies and Standards

26.1 The Supplier shall:

- a. and shall ensure that all Supplier Personnel, subcontractors and Supplier's Affiliates shall, to the extent applicable, comply with the Buyer's Policies and Standards.; and
- b. The Supplier shall also ensure that all Supplier Personnel, subcontractors and Supplier's Affiliates are advised of all Buyer Policies and Standards in a timely manner.

26.2 The following Buyer and Customer Policies and Standards shall be deemed notified to the Supplier in respect of each SOW:

- 26.2.1 Those Buyer Policies and Standards which are set out or referred to in Section 6 of this Base Agreement (which Buyer Policies and Standards may or may not be contained on Customer's intranet); and
- 26.2.2 those Buyer Policies and Standards which are set out or referred to in the SOW or Appendix to this Base Agreement.

26.3 Buyer may, at its own discretion, elect to grant the Supplier access to an electronic library of some or all of the Buyer Policies and Procedures located on Customer's intranet ("e-Library"). If Buyer so elects:

- 26.3.1 Buyer shall agree with the Supplier the number and identity of Supplier Personnel to be granted access to the e-Library ("Authorised Users"); and
- 26.3.2 the Supplier agrees that its use of the Customer's intranet shall be subject to Customer's terms of use applicable to the e-Library in force at the time of access, and the Supplier shall procure that each of the and the Authorised Users shall comply therewith.

26.4 From time to time during the term of the SOW, subject to Clause 26.5 below, Buyer may:

- 26.4.1 notify the Supplier of existing Buyer Policies and Standards that have not been notified to the Supplier in accordance with Clause 26.2 above;
- 26.4.2 introduce new Buyer Policies and Standards ; and/or
- 26.4.3 delete, revise or modify any existing Buyer Policies and Standards,

(each a "Buyer Policy Update"). Buyer shall notify the Supplier of such Buyer Policy Updates either:

- 26.4.4 in writing at the Supplier Operations Meetings;
- 26.4.5 by written notice from Buyer's Relationship Manager to the Supplier's Relationship Manager (which notice may be given by way of such Policy Updates being recorded in any written minutes of meetings that are prepared by or forwarded to the Supplier's Relationship Manager);
- 26.4.6 by such other means (including at such other meetings) as may be agreed in writing between the parties from time to time; or
- 26.4.7 where the Supplier has been granted access to the e-Library, by email (such email to be copied (cc'ed) to the Supplier Relationship Manager);

(such written or email notification being a "Policy Change Notification").

26.5 Each Policy Change Notification shall specifically reference the relevant Buyer Policies and Procedures which have not previously been notified in accordance with Clause 26.2 above, are new or subject to change (but for the avoidance of doubt, shall not set out the details of such changes). It shall be the responsibility of the Supplier Personnel who have been given access to the e-Library to review in full the relevant changes to the

Buyer Policies and Procedures as set out in the e-Library. It shall be the responsibility of the Supplier to notify all Supplier Personnel who do not have access to the e-Library ("Non e-Library Personnel") of any Policy Change Notification notified in accordance with Clauses 26.4.4, 26.4.5 or 26.4.6. The Supplier shall not be liable for any failure by Non e-Library Personnel to comply with the requirements of a Policy Change Notification unless and until notification of such Policy Change Notification has been given to the Supplier in accordance with Clauses 26.4.4 to 26.4.6 (inclusive).

26.6 Where the introduction of any element of a Buyer Policy Update will in the Supplier reasonable opinion increase the cost to the Supplier of complying with its obligations under the relevant SOW or otherwise detrimentally affects the Supplier's ability to perform the Services in accordance with the relevant SOW and the Supplier believes that the Supplier's obligation to comply with that element of a Buyer Policy Update should be subject to the parties agreeing a Change pursuant to the Change Control Procedure, then:

26.6.1 the Supplier shall notify Buyer in writing of such belief as soon as reasonably practicable and in any event within ten (10) Working Days of receiving notice of the relevant element of the Buyer Policy Update (which notification shall include reasonable evidence that substantiates the relevant increased cost to the Supplier or the detrimental effect on the Supplier's ability to perform the Services); and

26.6.2 provided that the Supplier has complied with Clause 26.6.1, the Supplier's obligation to comply with that element of the Buyer Policy Update shall be subject to the parties agreeing a Change pursuant to the Change Control Procedure in relation to that element of the Buyer Policy Update.

27.0 Data Protection

27.1 In respect of any Personal Data processed by either Supplier pursuant to this Base Agreement or a SOW, each party warrants and undertakes that it shall and its agents or sub-contractors shall comply at all times with the Data Protection Legislation and any changes or amendments to the Data Protection Legislation to the extent that it or they apply to it in its capacity as Data Processor or Data Controller (as appropriate).

27.2 With respect to the parties' rights and obligations under a SOW, the parties agree that Customer is the Data Controller and Buyer and the Supplier are Data Processors provided that Buyer generally instructs Supplier to process Personal Data to the extent necessary to perform the Services under the relevant SOW.

27.3 The Supplier warrants and undertakes that it shall and shall ensure that its agents or subcontractors shall:

- a) only process the Personal Data on behalf of Buyer and/or Customer for the purpose of performing the Supplier's obligations under a SOW and only in accordance with that SOW and instructions received from Buyer from time to time;
- b) promptly comply with any change of instructions from Buyer relating to:
 - a. the Personal Data; and
 - ii) the Supplier's role as Data Processor,

as issued in accordance with the SOW and/or as otherwise required by changes or amendments to the Data Protection Legislation;

(c) put in place those technical and organisational measures against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access to the Personal Data including those set out in the completed and approved security control list referenced in a relevant SOW ("Security Measures").

The Supplier shall:

a) promptly notify Buyer of any actual or suspected incident of unauthorised or accidental disclosure of or access to the Personal Data or other breach of Clause 27.3 (c) made by any of its Personnel or any other identified or unidentified third party (a "Security Breach");

b) promptly provide Buyer with all relevant information in the Supplier's possession concerning any Security Breach;

c) not make any announcement or publish or otherwise authorise any broadcast of any notice or information about a Security Breach (a "Breach Notice") without the prior written consent of Buyer and prior written approval by Buyer of the content, media and timing of the Breach Notice;

d) hold all Personal Data to which the SOW relates separate from any other data held by the Supplier and ensure that such Personal Data is readily identifiable;

e) not employ its processing of the Personal Data to which the SOW relates as a means to enhance or enrich any Personal Data to which the SOW does not relate (for the avoidance of doubt including any Personal Data in respect of which the Supplier and/or Customer is Data Controller);

f) not make any copies of the Personal data unless strictly necessary for the purpose of performing the Supplier's obligations under the SOW;

g) immediately notify Buyer in the event that it becomes aware of any breach of the Supplier's obligations under the SOW;

h) not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party (including any agent or sub-contractor) unless specifically authorised in writing to do so by Buyer;

i) upon expiry or termination of the SOW, return all Personal Data (including copies thereof) to Buyer or, where requested by Buyer to, Customer or, at Buyer's option, destroy all hard copies of the same and permanently delete all electronic copies from the Supplier's computer system and certify to Buyer that it has done so, unless retention of any copy of Personal Data is required by law where the Supplier shall:

1. notify Buyer of any such retention requirement;
2. observe all the requirements of Data Protection Legislation to such data retained; and
3. only process such data in accordance with the specific purposes for which the Supplier is under a legal duty to retain it;

j) not cause or permit the Personal Data to be transferred outside the European Economic Area (as defined in the Data Protection Act 1988) without the prior written consent of Buyer;

k) notify Buyer (within five working days) of any request received from a Data Subject to have access to his Personal Data or of any other communication relating directly or indirectly to the processing of any Personal Data in connection with the SOW

and provide all details of such request or communication to Buyer and fully cooperate and assist Buyer in relation to any such request or in response to any such communication;

I) Buyer:

- i. shall remain solely responsible for determining the purposes for which the Personal Data are processed under the SOW;
- ii. shall take reasonable steps to inform the Supplier about any Sensitive Personal Data that may be stored in any files or other repositories, as well as about any restrictions or special requirements in the processing of such Sensitive Personal Data, including any restriction regarding the access or transfer of such data across country borders. Buyer is responsible for ensuring that any such restrictions or special requirements are met; and
- ii. shall remain solely responsible for determining the purposes for and the manner in which any Personal Data are, or are to be, processed by the Supplier under the SOW.

27.4 If at any time during the provision of the Services, Buyer requires additional or different services to comply with the EU data protection laws and regulations applicable to it (e.g. additional security measures), such services will be deemed a new service and be subject to the appropriate Change Control Procedure.

27.5 The Supplier will not transfer or process any Personal Data outside of the European Economic Area without the express written consent of the Buyer. In the event of such consent being given the Supplier agrees to execute the Standard Contractual Clauses for Data Processors established in Third Countries pursuant to the Commission Decision (2002/16/EC) of 27 December 2001 under the EU Directive 95/46/EC with the Data Controller directly. 27.6 The Supplier shall not be liable for any delay or failure to provide the Services if such failure is the direct consequence of a failure of Buyer to discharge any relevant obligations under any EU data protection laws and regulations in connection with any international transfer of Personal Data to the extent such international transfer has been envisaged in the SOW or has been notified to Buyer.

27.7 Each of the parties shall notify to each other an individual within their organisations authorised to respond from time to time to enquiries regarding any Personal Data. Each of the parties shall deal with such enquiries promptly.

27.8 The Supplier shall inform Buyer immediately if an enforcement notice under the Data Protection Act 1988 is served on it.

27.9 The provisions of this Clause 27 shall continue in force until the Supplier completes its processing of the Personal Data for purpose of complying with its obligations under the relevant SOW.

28.0 Notices

All communications between the parties regarding this Agreement will be conducted through the parties' representatives as specified in the relevant SOW and/or WA.

All notices and consents to be given to a party under this Base Agreement shall be in writing in English and shall be marked for the attention of the person, and delivered by hand, sent by facsimile transmission or prepaid registered post to the address set out below

If to Buyer:		Copied to:	
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Technical Services Agreement

Agreement # 0000001

Name/Role:	(Procurement Advisor)	Name:	(Executive Partner)
Address:		Address:	
Tel No		Tel No	
Fax No		Fax No	

If to the Supplier:		Copied to:	(Global Sales Director)
Name/Role:	(Head of Legal)	Name/Role:	
Address:		Address:	
Tel No		Tel No	
Fax No		Fax No	

29.0 IT Security

29.1 The Supplier shall access and/or use Buyer Information Systems only for the purpose of performing the Services and/or providing the Deliverables and for no other purpose whatsoever. When accessing and/or using Buyer Information Systems, the Supplier shall, and shall procure that such of Supplier Personnel who have access to Buyer Information Systems in connection with the performance of the Services and/or provision of the Deliverables shall, comply with all relevant Buyer Policies and Standards relating to security of Buyer Information Systems as notified to the Supplier in accordance with Clause 26 (Buyer Policies and Standards), and shall comply with the provisions of Clause 26 (Buyer Policies and Standards) in relation to its use of Buyer Materials.

29.2 The Supplier shall ensure that all Supplier Personnel are granted access only to any Confidential Information and any Buyer Information Systems on a need to access basis which shall be restricted to the extent possible to the minimum access necessary to perform the Services and/or provide the Deliverables. This Clause 29.2 does not apply to the extent that Buyer expressly authorises an individual member of the Supplier Personnel to access Confidential Information and/or any Buyer Information Systems and

- (a) the Supplier has previously told that individual not to use or access any Confidential Information and/or any Buyer Information System other than to the extent authorised by Buyer; and
- (b) that individual:
 - i. accesses Confidential Information and/or any Buyer Information Systems only for the purposes of performing the Services and/or providing the Deliverables;
 - ii. complies with any policies, procedures, terms or conditions relating to such access that are notified to him or her; and
 - iii. otherwise complies with the Supplier's obligations under this Agreement.

29.3 Buyer and/or members of the Customer Group and their authorised representatives shall have the right to verify the Supplier's compliance with its obligations under this Clause 29 and the relevant Buyer Policies and Standards in each case subject to, and in accordance with, Clause 32 (Record Keeping, Audit Rights and Regulatory Assistance).

29.4 The Supplier shall, within 1 Working Day of first becoming aware of any such actual or suspected breach, notify Buyer of any actual or suspected breaches of this Clause 29. Buyer shall be entitled to investigate any actual or alleged breaches with the full co-operation of the Supplier and the Supplier shall immediately rectify any breaches identified. The costs of such co-operation and rectification shall be borne by the Supplier

29.5 Where expressly agreed in the relevant SOW or an Appendix to this Base Agreement, Buyer shall be entitled to carry out penetration tests. The details of the type of test (including the scope, nature and extent) and the subject matter of the test shall be as set out in the SOW or an Appendix to this Base Agreement.

30. 0 Corporate Social Responsibility

Buyer and Customer operate a strict ethical policy with regard to the conduct of its business. If the Supplier becomes aware of any occurrence or incident, or the application of undue pressure, that would in any way materially prejudice either the relationship between the parties, or the good name of either, Buyer, Customer or the Supplier, then it shall report all information regarding such occurrences to Buyer's Authorised Representative. The information so reported shall be treated by both parties in the strictest of confidence

31.0 Termination Assistance and Employment Matters

31.1 Commencing on the start of any applicable Termination Assistance Period, the Supplier shall provide such assistance as may be reasonably requested by Buyer agreed with the Supplier (such agreement not to unreasonably withheld or delayed) to ensure that the Services continue without interruption or adverse effect and to facilitate the orderly transfer of the Services to Buyer and/or Customer or any of its designees, which shall include the assistance described in Section 4 (Termination Assistance) of this Base Agreement and which, where applicable, shall include vacating Buyer's and/or Customer's Premises at the end of the Termination Assistance Period.

31.2 Where Buyer has terminated the relevant SOW 'for cause' pursuant to Clause 21.1 the Termination Assistance shall be provided to Buyer at no additional charge up to the end of the Termination Assistance Period.

31.3 Where the relevant SOW expires or terminates for any reason other than termination 'for cause' pursuant to Clause 21.1 the Termination Assistance shall be chargeable by the Supplier at the Agreed Rates (but at no additional charge) up to the end of the Termination Assistance Period save that where such Termination Assistance necessitates endeavours or co-operation which is outside the scope of the Supplier's obligations under the relevant SOW, the Supplier shall be entitled to charge Buyer, at the Agreed Rates a proper and reasonable amount for the provision of such endeavours and/or co-operation, provided the cost concerned shall first have been agreed in writing with Buyer. For the avoidance of doubt, the Supplier shall not be entitled to charge for Termination Assistance which relates solely to the return of material belonging to Buyer and/or Customer under Section 4 (Termination Assistance).

31.4 The Termination Assistance shall be provided by the Supplier in good faith and in accordance with Good Industry Practice.

31.5 In the event of a partial termination of the relevant SOW, Buyer shall be entitled to request the Supplier to perform and the Supplier shall perform all of the Supplier's obligations under this Clause 31 in relation to such element of the SOW partially terminated.

31.6 The Parties shall comply with Section 5 (Employment Matters) of this Base Agreement.

31.7 Where the SOW specifies that the Supplier is required to prepare and maintain an exit plan, the following provisions will apply:

- a) Within 20 Working Days following the effective date of the SOW, or such other period as may be set out in the SOW, the Supplier shall prepare and submit to Buyer for Buyer's approval a draft exit plan which sets out the tasks and assistance (including the tasks and assistance described in Section 4 (Termination Assistance)) to be carried out by the parties following termination or expiry of the relevant SOW to facilitate an orderly cessation of the Services and/or transition (as applicable) of the Services to Buyer or to a designated replacement service provider.
- b) Upon receipt of the draft exit plan, Buyer shall review the draft exit plan and shall promptly notify the Supplier in writing whether Buyer approves or does not approve the draft exit plan (and if Buyer does not approve the draft exit plan, Buyer shall also advise the Supplier of any reasonable changes required to the draft exit plan for Buyer's approval to be given).
- c) If Buyer does not approve the draft exit plan (such approval not to be unreasonably withheld or delayed), the Supplier shall, within eight (8) Working Days following receipt of Buyer's notification that it does not approve the draft exit plan, make any changes that Buyer reasonably requires to the draft exit plan and resubmit the draft exit plan to Buyer for Buyer's approval.
- d) The process described in Clauses 31.7(b) and 31.7(c) shall be repeated until Buyer approves the draft exit plan. Once the draft exit plan has been approved by Buyer, the approved exit plan shall be the "Exit Plan" for the purposes of the relevant SOW.
- e) The parties may elect to review the Exit Plan at six monthly intervals (the first and earliest review would take place within six months following the initial approval of the Exit Plan by Buyer pursuant to Clauses 31.7(b) to 31.7(d) to determine whether any changes are required to the then current Exit Plan to take into account any changes to the scope or nature of the Services, or the manner in which the Services are performed (including any changes to the relevant technology or processes used to provide the Services). Where, following any such six monthly review, Buyer determines that changes are required to the then current Exit Plan, the Supplier shall, within 30 days following any request by Buyer to do so, incorporate such changes into the Exit Plan and shall submit the revised Exit Plan to Buyer for Buyer's approval. The approval process set out in Clauses 31.7(b) to 31.7(d) shall apply to the approval of any revised Exit Plan submitted to Buyer pursuant to this Clause 31.7(e) (with all references to the "draft exit plan" in Clauses 31.7(b) to 31.7(d) being deemed to be references to such revised Exit Plan for the purpose of this Clause 31.7(e)).

32.0 Record Keeping, Audit Rights and Regulatory Assistance

32.1, The Supplier shall:

- a) keep and maintain Records in accordance with; and
- b) retain such Records for such period as is consistent with,

prudent and good industry standards within the IT products and services industry.

Supplier will maintain (and provide to Buyer upon request) relevant business and accounting records to support invoices under this Agreement and proof of required permits and professional licenses, for a period of time as required by local law,

but not for less than three (3) years following completion or termination of the relevant SOW and/or WA. All accounting records will be maintained in accordance with generally accepted accounting principles.

32.2 During the term of the SOW and upon reasonable prior notice to the Supplier, the Supplier shall ensure that Buyer and/or members of the Customer Group and their agents, Buyer Audit Representatives, and regulators acting in accordance with their supervisory powers ("Audit Right Holders") are allowed effective access, which access may not be exercised (collectively by all of the Audit Right Holders together) more than two times in each year of this Base Agreement (whether remotely or otherwise) during normal business hours, under the supervision of the Supplier at all times, to members of the Supplier's and its relevant subcontractors' premises, Supplier Personnel, records, systems, and other information and property relevant to the performance of the relevant SOW in order to ascertain compliance by the Supplier with the terms of the Agreement. The Supplier agrees to cooperate fully with such audits. The Supplier shall be entitled to require, as a condition of allowing such access, an Audit Right Holder to enter into confidentiality undertakings (which are consistent with and no more stringent than the confidentiality undertakings under Clause 22.7 (Exchange of Information)) in respect of, and to be supervised during, such access, provided that it is permissible under Relevant Laws for Buyer, Customer and the Supplier to require this as a condition of such access.

32.3 If the audit access provided under Clause 32.2 reveals any non-compliances by the Supplier of the Agreement, then, without limiting any other rights or remedies of Buyer the Supplier agrees and undertakes to remedy such non-compliances.

32.4 If any audit reveals any overcharging by the Supplier on any invoice(s), an appropriate correcting credit shall be made within fourteen (14) days of such overcharge being identified. The correcting credit shall be equivalent to the amount of the overcharge plus interest at the Default Interest Rate, payable from the date payment of the overcharge was made by Buyer up to and including the date the correcting credit is made. If any audit reveals any undercharging by the Supplier on any invoice(s), the Supplier issue an invoice for the undercharged amount.

32.5 The Supplier shall promptly and efficiently give any Audit Right Holders any assistance they reasonably require in connection with the exercise of their rights under this Clause 32.

32.6 In the event that Buyer (or any member of the Customer Group) is the subject of any investigation or request for information from the FSA or any other regulatory authorities to which the relevant member of the Customer Group is subject, to the extent that such investigation or request for information has any connection with or involves in any way the Services and/or Deliverables provided by the Supplier under the relevant SOW, the Supplier agrees to provide all information, assistance and access including making its employees available as necessary and making any of its records and information available as evidence as Buyer may reasonably request to enable it to comply with the requests or requirements of the relevant regulators. The Supplier will comply with its obligations under this Clause 32.6 at no cost to Buyer.

32.7 Buyer's and Customer's Regulatory Authorities shall have the benefit of any rights of audit and access to information and documentation provided for in this Agreement to the extent that they relate to the exercise of the Regulatory Authorities' legal rights and/or responsibilities.

33.0 Not used

34.0 Benchmarking

If:

- a) Buyer wishes to carry out any benchmarking exercises in respect of the Services and/or Deliverables ; and

b) Buyer requires obligations to be placed on the Supplier in connection with, or arising out of such, benchmarking exercise,

then the terms applicable to such benchmarking exercises shall be as set out in the applicable SOW. Nothing in this Clause 34 is intended to limit Buyer's ability to independently carry out benchmarking exercises in respect of the Services and/or Deliverables for any reason.

35.0 Conflicts of Interest

35.1 The Supplier shall ensure that during the term of the SOW no Conflict of Interest shall exist or arise in the performance of its obligations under the SOW between itself (and its Personnel), Buyer or any member of the Customer Group, nor shall any circumstance exist or arise which may restrict or conflict with the Supplier's performance obligations under the relevant SOW.

35.2 If during the course of the SOW any such Conflict of Interest, restriction, risk of conflict or risk of restriction arises, the Supplier undertakes to give Buyer immediate written notification of the same. If Buyer has reasonable grounds for believing that the Supplier is in breach of the provisions of this Clause 35 it shall notify the Supplier and if the Supplier cannot refute those grounds within thirty (30) days then Buyer shall have the right to terminate the SOW under Clause 21.1 (Termination of a SOW or WA).

36.0 Change Control Procedure (and Contract Changes)

36.1 Save as expressly provided otherwise in this Base Agreement or relevant SOW, each Change shall be dealt with in accordance with the provisions of this Clause 36. A Change shall not be effective unless agreed and documented by the parties in accordance with the provisions of this Clause 36.

36.2 The Supplier shall not unreasonably withhold its agreement to any Change relating to the performance of any service, functions and responsibilities (including any incidental services, functions or responsibilities) reasonably required for or related to the proper performance of existing Services.

36.3 Buyer and the Supplier shall discuss any Change proposed by either party and such discussion shall result in either:

- a) agreement in writing not to proceed further with the Change;
- b) a written request for a Change by Buyer; or
- c) a recommendation for a Change by the Supplier.

36.4 Where a written request for a Change is received from Buyer, the Supplier shall, unless otherwise agreed, submit a note substantially in the form set out in Section 2 of this Base Agreement (Form of Change Control Note) ("Change Control Note") to Buyer within twelve (12) Working Days (or such other time as the parties may agree in writing) containing the information set out on Acceptance Testing as detailed in the relevant SOW and any other relevant information.

36.5 A recommendation for a Change by the Supplier shall be submitted as a Change Control Note at the time of such recommendation.

36.6 For each Change Control Note submitted by the Supplier, Buyer shall:

- a) allocate a sequential number to the Change Control Note;

b) evaluate the Change Control Note and either:

- i. request further information in writing, which the Supplier shall promptly provide; or
- ii. discuss the terms of the Change Control Note with the Supplier and request in writing amendments thereto; or
- iii. approve the Change Control Note, as submitted by the Supplier or as amended pursuant to sub-Clause (2) above; or
- iv. reject the Change Control Note.

36.7 Buyer shall notify the Supplier of its approval or rejection of the Change Control Note. No such notice shall be valid unless signed by a duly authorised signatory of Buyer.

36.8 If Buyer and the Supplier agree a Change and the relevant Change Control Note then signature of the Change Control Note and any supplement or amendment thereto by both parties shall constitute a formal amendment to the Agreement to the extent only specified in the Change Control Note and any such supplement or amendment.

36.9 Any charges specified in a Change Control Note shall, unless expressly stated otherwise in the Change Control Note, be the maximum cost of the Change.

36.10 If the Supplier modifies the whole or any part of the Services and/or Deliverables in accordance with any Change, it shall make all appropriate related modifications to the Specification(s), the Documentation and any other relevant documents, the cost of which (if any) shall be included within the charges specified in the Change Control Note, and such amended documents when approved in writing by Buyer shall be the applicable documents for the purpose of the SOW.

36.11 Any work which is the subject of a Change and undertaken by the Supplier or the Supplier Contractor or Supplier Personnel which has not been authorised in advance by a Change to the relevant SOW, and which has not been otherwise agreed in accordance with the provisions of this Clause 36 shall, unless otherwise agreed in writing, be undertaken entirely at the expense and liability of the Supplier.

36.12 No amendments to the SOW or this Base Agreement shall be valid and no Change or Contract Change shall be effective unless and until they have been agreed in writing by the Buyer Authorised Representative and Supplier Authorised Representative

37.0 Dispute Resolution Procedure

37.1 Any Dispute shall be resolved in accordance with this Clause 37.

37.2 Prior to the initiation of the alternative dispute resolution procedures identified in Clauses 37.9 through to 37.14 or referring the Dispute to the courts in accordance with Clause 37.14, the parties will first attempt to resolve their Dispute informally in accordance with Clauses 37.4 and 37.5.

37.3 Unless concluded in a written legally binding agreement all negotiations connected with the Dispute shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.

37.4 All Disputes shall initially be referred to the Buyer Authorised Representative and Supplier Authorised Representative who shall attempt to resolve the Dispute in a mutually satisfactory manner.

37.5 If any Dispute remains unresolved after a period of five (5) Working Days following a referral to the Authorised Representatives of each party under Clause 37.4 the Dispute shall be referred, by notice from either party to the other summarising the issues, to the Relationship Manager of each party.

37.6 If any Dispute remains unresolved after a period of five (5) Working Days following a referral to the Relationship Managers of each party under Clause 37.5, the Dispute shall be referred by notice from either party to the other summarising the issues to Delivery Engagement Manager at Buyer and Chief Operations Officer at the Supplier .

37.7 If any Dispute remains unresolved after a period of ten (10) Working Days following a referral to the Delivery Engagement Manager at Buyer and Chief Operations Officer at the Supplier the Dispute may be referred by either party to the Chief Executive Officer (or equivalent) of the other party.

37.8 If any Dispute remains unresolved after a period of five (5) Working Days following a referral to the Chief Executive Officers (or equivalents) of the parties, the parties shall seek to resolve the Dispute in accordance with Clause 37.9.

37.9 Following a failure of the Chief Executive Officers to resolve a Dispute under Clause 37.8, the parties agree that structured negotiations will be entered into with the assistance of a neutral advisor ("Neutral Advisor"). The Neutral Advisor will either be agreed on by the parties, or, in the absence of agreement, by the Centre for Effective Dispute Resolution ("CEDR").

37.10 The parties shall, within fourteen (14) days of the appointment of the Neutral Adviser, meet with him/her in order to agree a programme for the exchange of any relevant information and the structure to be adopted for the negotiations which, unless otherwise agreed, will take the form of CEDR's model executive tribunal procedure in force at the relevant date.

37.11 If the parties accept the Neutral Adviser's recommendations or otherwise reach agreement on the resolution of the Dispute, such agreement will be reduced to writing and, once it is signed by the Authorised Representatives of each party, will be binding on the parties.

37.12 If the parties fail to reach agreement in the structured negotiations within ten (10) Working Days of the Neutral Adviser being appointed, or if either party fails or refuses to participate in or withdraws from participating in the procedure then either party may refer the Dispute for resolution by the courts in accordance with Clause 37.14.

37.13 Unless agreed otherwise by the parties, each party will bear its own costs and expenses associated with participating in the dispute resolution process in accordance with Clauses 37.9 through to 37.12. The liability to pay any third party costs including fees payable to the Neutral Adviser and in relation to the hiring of a venue will be split equally between the parties.

37.14 In the event that the parties are unable to resolve a Dispute by the application of the informal and/or alternative dispute resolution procedures set out in Clauses 37.4 to 37.8 either party may elect to seek recourse through the courts of England which will have exclusive jurisdiction in respect of any such Disputes.

37.15 Nothing in this Clause 37 shall prevent a party from:

- c) seeking injunctive relief at any time it considers it appropriate to do so;
- d) referring a matter to the courts in circumstances where a claim might otherwise become time barred; or

Technical Services Agreement

Agreement # 0000001

- e) provided that the Informal Dispute Resolution Procedure set out in Clause 37.4 and 37.5 has been followed, withdrawing from the dispute resolution processes set out in this Clause 37 and commence court proceedings relating to any Dispute arising from this Agreement..

37.16 Buyer and the Supplier will continue to perform their respective obligations under the relevant SOW pending the resolution of a Dispute, provided that nothing in this Clause prevents or restricts a party from lawfully exercising any of its rights in accordance with Clause 21 (Termination) at any time.

38.0 Subcontracting

38.1 Except with the prior written consent of Buyer (which consent shall not be unreasonably withheld or delayed), and other than as detailed in this Clause 38, the Supplier shall not appoint an agent or contractor in respect of the whole or any part of its rights or obligations under this Agreement, other than those detailed in Clause 38.2. For the avoidance of doubt, any actual or proposed appointment of any member of the Supplier Group as an agent or contractor shall be subject to the provisions of this Clause 38.

38.2 The following are approved sub-contractors for the purposes of this Agreement:

Supplier	Role
3rd Base Ltd Registered number: Registered Address:	Phone Support
Company X Registered number: Registered Address :	Development
Registered number: Registered Address:	Design
Registered number: Registered Address:	Hosting
Registered number: Registered Address:	Messaging
Registered number: Registered Address:	Managed Services (Call Centre)

38.3 If Supplier appoints an agent or contractor, the Supplier shall be fully liable for the defaults, acts and omissions of that agent or contractor or any member of Supplier Personnel as fully as if they were the acts or omissions of the Supplier and will ensure that each such sub-contractor will be bound to comply with the Buyer's and Customer's policies and procedures as set out in this Base Agreement or a SOW.

38.4 Prior to appointing an agent or contractor in respect of any of its obligations, the Supplier shall ensure that it has a formal written contract with each such agent or contractor which contains terms and conditions which are the same as or materially equivalent to, and not inconsistent with, the following terms and conditions of this Base Agreement which impose obligations on the Supplier and which are relevant to the subcontract: Clause 15 (Intellectual Property Rights and Buyer Data), Clause 22.2 (Assignment and Transfer), Clause 22.7 (Exchange of Information), Clause 27 (Data Protection), Clause 29 (IT Security), Clause 32 (Record Keeping, Audit Rights and Regulatory Assistance), and Clause 38 (Subcontracting).

38.5 However, this does not prevent Supplier from using individual contractors who are not legally classified as employees of Supplier.

39.0 Co-operation

39.1 In connection with the performance of its obligations under the relevant SOW and this Base Agreement the Supplier shall co-operate with the Buyer, Customer Group, their Regulatory Authorities and their existing or future third party service providers including (during Termination Assistance) any Successor Supplier.

39.2 Without limiting the foregoing or any other obligation of the Supplier under this Agreement, the Supplier shall liaise with relevant third party services providers detailed in a SOW and provide all reasonable assistance to support Buyer in ensuring that their goods or services are integrated into and compatible with the provision of the Services and/or Deliverables in order to achieve utility of the goods and services in question for the Customer Group, provided that Supplier shall have the right (if Supplier believes such assistance will unreasonably increase its costs) to request Buyer to pay for the provision of such assistance at the Agreed Rates and shall not be required to provide such assistance unless Buyer agrees to pay for such assistance in accordance with such request and Buyer issues Supplier a WA for the agreed costs.

40.0 Not Used

41.0 Costs

Each party shall bear its own costs and expenses incurred in connection with the preparation, negotiation, completion and implementation of:

- i. this Base Agreement;
- ii. all ancillary documents relating to this Base Agreement;
- iii. SOWs pursuant to this Base Agreement and
- iv. any Contract Changes or Changes to this Base Agreement or such ancillary documents.

42.0 Further Assurance

Each party shall do and execute, or arrange and procure for the doing and executing of, any act and/or document reasonably requested of it by any other party to implement and give full effect to the Agreement.

Section 1 – Screening Requirements

Screening

The service descriptions below detail what information and to what level each screening is required to verify.

1. UK Electoral Roll & Credit Check (covering a 5 year period)

This screening must highlight any adverse credit information relating to the individual in the UK (England, Wales, Scotland and Northern Ireland) covering a period of 6 years. The following information must be checked and verified:

- 1) Residency/Address Information
- 2) Electoral Roll
- 3) Adverse Credit Details
- 4) County Court Judgments or Court Decrees
- 5) Administration Orders
- 6) Individual Voluntary Arrangements or Trust Deeds
- 7) Bankruptcy Order or Sequestration Orders

2. Employment History

This screening must confirm information relevant to an individual's last employer. Where an individual was self-employment then confirmation should be provided by the candidate's accountant. The screening should attempt to verify:

- 1) Name of Company
- 2) Employment Dates
- 3) Position
- 4) Reason for Leaving
- 5) Eligibility for Rehire*
- 6) Salary*

*Verification of these data elements can be fulfilled but are not always disclosed by the institution.

3. Criminal Records Search (Basic Disclosure)

The "Basic Disclosure" screening is provided by Disclosure Scotland (<http://www.disclosurescotland.co.uk>) and identifies details of convictions held in central police records, which are unspent according to the Rehabilitation of Offenders Act 1974. The "Basic Disclosure" can be conducted using the online application form, available from BDO (<http://www.disclosurescotland.co.uk/basic.htm>), or by using the paper application form which is available from Disclosure Scotland.

4. Compliance Database or Blacklists Check

This screening validates data from all major sanctioning bodies (UN, OFAC, European Union, Bank of England) to ensure that the individual is not listed on any official blacklist. This screening should also validate the following data from the following sanctioning bodies:

- 1) Law enforcement agencies – details of an individual wanted by worldwide policing agencies including the Federal Bureau of Investigation and Interpol in connection with various crimes

- 2) Regulatory enforcement agencies – details of regulatory actions against individuals
- 3) Non-regulatory agencies – details of an individual to be in breach of US export regulations or to have behaved improperly in the World Bank procurement process
- 4) High Profile Persons – details of high ranking government official in over 200 countries

5. Identity Verification

The individual's identity should be verified by matching personal information supplied by the individual against a comprehensive set of reliable data sources e.g. passport, birth certificate, marriage certificate (if applicable) and where possible by validating the Machine Readable Zone (MRZ) on their passport via an online interface.

Technical Services Agreement

Agreement # 0000001

Section 2 - Form of Change Control Note

Supplier Name and Address

ATTENTION:

SUBJECT: Change Control Note for Agreement Number #

Dear :

This letter serves as a Change Control Note No. XXX to the above subject Agreement which the parties thereto do mutually agree to amend as follows:

<Enter Amendment Text>

Except as amended herein, all other terms and conditions of the subject Agreement shall remain in full force and effect.

The parties acknowledge that they have read this Amendment, understand it, and agree to be bound by its terms and conditions. Further, they agree that this Amendment and the subject Agreement are the complete and exclusive statement of the agreement between the parties, superseding all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

Please have your authorized representative indicate acceptance thereof by signing both copies of the Amendment and returning one copy to the attention of [Buyer Name] at Mail Station <Enter Mail Drop #> at the address above or at fax number <Enter Fax #>.

ACCEPTED AND AGREED TO:
Art Effects Limited
By:

Buyer Signature Date

Printed Name

Title & Organization

Buyer Address:

ACCEPTED AND AGREED TO:
Koya Creative LLC
By:

Supplier Signature Date

Printed Name

Title & Organization

Supplier Address:

Section 3 – Not Used

Section 4 - Termination Assistance

1. Scope of Termination Assistance

Termination Assistance includes but is not limited to the Supplier performing the following activities:

- a) promptly upon request:
 - i. returning to Buyer, or at Buyer's request providing to Customer or a Successor Supplier, (in the format specified in this Base Agreement or the relevant SOW for each such item or, where no format is specified in the SOW in respect of such an item, in an industry standard format) or disposing of in accordance with Buyer's reasonable instructions, all Customer Background Material, Buyer Data and Buyer's and Customer's Confidential Information and all copies thereof whether disclosed or supplied to, or made by or on behalf of, the Supplier pursuant to or in relation to the relevant SOW and shall certify in writing to Buyer when the same has been completed;
 - ii. (subject to Clause 21.3.3) providing to Buyer all completed or partially-completed Deliverables which have not yet been provided to Buyer but only to the extent Buyer has paid, or agrees to pay in accordance with the relevant Prices (or relevant portion of the Prices) in relation to such Deliverables;
 - iii. returning to Buyer any Buyer Background Material, Buyer Data and Buyer's and Buyer's Confidential Information relating to the performance of the Services and/or provision of the Deliverables in its possession or under its control, including transferring all training materials (if such materials are to be provided under the relevant SOW), and providing appropriate training to Buyer, those Customer and/or Successor Supplier personnel responsible for internal training in connection with the provision of the Replacement Services;
 - iv. answering reasonable questions from Buyer, Customer and/or the Successor Supplier regarding the general nature of the Services and/or the Deliverables ;
 - v. without prejudice to the Supplier's obligations under Paragraph 1a) above, co-operating in the implementation of the plan (if any) for the migration of any databases of Buyer Data to Buyer, any member of the Customer Group or a Successor Supplier;
 - vi. vacating all Buyer and Customer Premises at the end of the Termination Assistance Period (or promptly upon request if earlier) and reimbursing Buyer and/or Customer for any costs reasonably and necessarily incurred in restoring such Buyer and/or Customer Premises to the state and condition in which the Buyer can demonstrate they were prior to their occupation by the Supplier except:
 - a. to the extent of normal wear and tear; or

- b. where any alteration in the state or condition of the Buyer and/or Customer Premises is an inevitable result of the particular Service the Supplier was obligated to perform and by its nature not something in respect of which restoration (as contemplated by this Paragraph 1(a) (ix)) could reasonably be expected; and

2.0 Electronic Links

The Supplier recognises that upon termination of the relevant SOW (howsoever occasioned) there may be ongoing electronic links between Buyer and/or Customer and the Supplier, the managed transition of which are important for Customer's business purposes. As such, the Supplier and the Buyer shall each use Commercially Reasonable Efforts to:

- a) work with each other and the Customer to end any hardware or software links between any Buyer Information System and the Supplier's electronic systems within a reasonable time after the termination of the applicable SOW and work with each other to avoid causing undue risk to the security and integrity of such Customer Information System or Buyer Data and any Supplier system; and
- b) participate in good faith in any knowledge transfer procedure necessary to ensure a smooth and orderly Service Transfer provided always that nothing shall oblige any party to disclose its Confidential Information or Intellectual Property Rights.

Section 5 - Employment Matters

The parties do not intend that the Transfer Regulations apply to the relevant SOWs, however if the Transfer Regulations are found to apply to the relevant SOW under this Base Agreement by any Court or Employment Tribunal then the parties will agree the specific terms which shall apply.

Section 6 - Buyer Policies and Standards

Contractor's Guide to Site Safety

No Smoking Policy

Information Security.

Technical Services Agreement

Agreement # 0000001

Section 7 - Agreed Rates

Resource Type	Day Rate
Project Manager	\$550
Customer Delivery Manager	\$800
Product Analyst	\$800
Solution Architect	\$800
Technical Architect	\$800
Handset Developer	\$400
Server Developer	\$400
Tester /Test Analyst	\$400
Release Manager	\$400
Security Analyst	\$800
DBA	\$400
Senior Developer/Development Manager	\$800
Operations Manager	\$800
Infrastructure Architect	\$800
Senior Unix Developer	\$600
Unix Developer	\$400
Operations Staff	\$400
Security Office	\$400

Technical Services Agreement

Agreement # 0000001

ACCEPTED AND AGREED TO: Art Effects Limited By:	ACCEPTED AND AGREED TO: Koya Creative LLC By:
_____ Buyer Signature Date	_____ Supplier Signature Date
_____ Printed Name Procurement Advisor - Art Effects Limited	_____ Printed Name
_____ Title & Organization	_____ Title & Organization
_____ Buyer Address:	_____ Supplier Address: