

LOCAL AGREEMENT
relating to the provision of outsourced IT and other services

THIS LOCAL AGREEMENT is entered into on 17th October of 2016

BETWEEN

- (1) **[Customer Local Entity]** ("**Local Customer**"); and
- (2) **PROQUIRE LLC**, a Delaware limited liability company, having a place of business at 161 North Clark Street, Chicago, Illinois 60601 ("**Supplier**").

BACKGROUND:

- A **RECKITT BENCKISER CORPORATE SERVICES LIMITED** and **ACCENTURE (UK) LIMITED** have entered into an Master Services Agreement for the provision of IT and other Services, dated 16TH August 2016 ("**MSA**").
- B Pursuant to the MSA, the Customer and the Supplier now wish to enter into this Local Agreement to enable the Customer to take the benefit of the MSA and receive the Services from the Supplier subject to its terms.
- C Certain of the Services to be provided pursuant to the MSA will be provided by the Supplier in Mexico which is local to the parties to this Local Agreement as set out in appendix 1 to this Local Agreement ("**Country**").
- D The Customer and the Supplier wish to facilitate local to local contracting and invoicing, by way of this Local Agreement.

IT IS NOW AGREED as follows:

1. BENEFIT OF THE LOCAL AGREEMENT

The Supplier and the Customer agree as follows:

- 1.1 The Services to be provided by the Supplier to the Customer shall be provided to the Customer on the basis that the Customer takes the benefit of the Services subject to the terms and conditions of the MSA (as amended from time to time) and the Contracts (Rights of Third Parties) Act 1999;
- 1.2 Any issues of liability of the Supplier to the Customer shall be subject to the limitations and exclusions contained in the MSA;
- 1.3 This Local Agreement shall be exclusively governed by, and construed in accordance with the laws of England and Wales save as may be explicitly stated to the contrary in appendix 1; and
- 1.4 The Customer and the Supplier submit to the exclusive jurisdiction of the English courts to settle any dispute arising out of this Local Agreement and/or the MSA.

2. PROVISION OF LOCAL SERVICES

- 2.1 As set out in clause **Error! Reference source not found.** of the MSA, this Local Agreement is entered into so as to address:
- 2.1.1 specific Services related requirements applicable to the jurisdiction or geographical area stated in section 1.2 of appendix 1; and/or
 - 2.1.2 so as to address any mandatory legal requirements applicable to such geographical areas.
- 2.2 These local Services requirements and associated variations to or additions to the MSA are set out in appendix 1 to this Local Agreement.
- 2.3 If applicable mandatory Laws require the inclusion of a particular provision in this Local Agreement or have some other impact on this Local Agreement (where that provision or impact is not already specifically reflected in this Local Agreement), the parties agree that this Local Agreement will not be invalid or frustrated by reason of the non-inclusion of a relevant provision dealing with the issue but instead:
- 2.3.1 if the provision can be incorporated without creating a significant impact to the terms of this Local Agreement, it shall be deemed to be incorporated and the terms of this Local Agreement shall be amended accordingly; or
 - 2.3.2 if the incorporation of the relevant term would, in the reasonable opinion of either party cause a significant impact on the terms of this Local Agreement, that party will notify the other and the parties will negotiate in good faith any necessary or desirable amendments to this Local Agreement.

If the parties cannot agree the relevant amendments within thirty (30) days of the date of notification by a party pursuant to paragraph 2.3.2 above, the Customer may terminate this Local Agreement on immediately effective notice and without liability to the Supplier. If such termination of this Local Agreement would have a material impact on the provision of the overall Services being provided under the Agreement, the Customer shall then be further entitled to terminate the MSA and each Local Agreement.

- 2.4 If the Supplier and the Customer are to amend the terms of the MSA then, if the relevant Change Form or Variation so indicates, the amendments shall apply to the terms of the MSA incorporated into this Local Agreement and, accordingly, this Local Agreement will be deemed to have been amended pursuant to that Variation or Change Form.

3. GENERAL

- 3.1 This Local Agreement incorporates the terms of the MSA and any references to "the Supplier" in the MSA shall, for the purposes of this Local Agreement, be interpreted as references to the Supplier Group entity that enters into this Local Agreement. Similarly, any references in the MSA to "the Customer" shall, for the purposes of this Local Agreement, be interpreted as references to the Customer Group entity that enters into this Local Agreement.
- 3.2 Unless expressly stated to the contrary in this Local Agreement, the provisions of the MSA (including the terms and conditions, the Charges, the Services, the Service Levels, the Service Credits and so forth) apply to the relationship between the parties to this Local Agreement. Accordingly, for example, a reference to the Services in this Local Agreement shall mean a reference to the Services described in the MSA, as supplemented or amended by the terms of this Local Agreement.

- 3.3 The parties agree that all claims and liabilities arising in connection with the Services shall be dealt with subject to the terms of the MSA, as incorporated into this Local Agreement.
- 3.4 If and to the extent that there are any contractual provisions in addition to those set out in the MSA or which constitute a variation thereto, they shall be as set out in appendix 2 to this Local Agreement (it being expressly recognised that the parties intend the provisions of the MSA to apply without amendment save as may be strictly necessary to comply with the requirements of local Laws).
- 3.5 The Customer shall not by reason of this Local Agreement become liable for any taxes, levies or duties beyond those which it agreed to pay pursuant to the terms of the MSA. The Supplier shall be responsible for any such additional taxes, levies or duties as may arise by virtue of the execution of this Local Agreement and/or the provision of the Services hereunder.
- 3.6 This Local Agreement shall come into force on the date it is signed and, subject to earlier termination of the MSA, shall continue for the Term of the MSA.
- 3.7 This Local Agreement and the MSA shall together represent the entire understanding between the parties to this Local Agreement in relation to the subject matter hereof and supersede, cancel and nullify any previous agreement between the parties relating to such matters. Each reference in the MSA to "this/the Agreement" shall be read as the context requires as if referring to this Local Agreement, with each reference in the MSA to "the Customer" and/or "the Supplier" likewise being read as being references to the Customer and Supplier entities who are the signatories to this Local Agreement.
- 3.8 The parties represent to each other that each has full power and authority to enter into this Local Agreement.
- 3.9 Any reference to terms with capitalised letters in this Local Agreement will have the meaning attributed to them in the MSA as varied or supplemented by any meaning given to them in this Local Agreement.
- 3.10 The Supplier shall invoice Services under this Local Agreement in the local functional currency of the Country.

4. BENCHMARKING

Customer shall be entitled, by giving 2 days written notice to the Supplier, to Benchmark once every Contract Year, provided that the first such Benchmark may take place no earlier than 4 (four) months following the Service Commencement Date and subsequent Benchmarks cannot take place within 1 year of a previous Benchmark.

5. LIMITATION OF LIABILITY

The total aggregate liability of each Party (and its Affiliates and subcontractors) to the other Party (and its Affiliates, subcontractors and/or to any third party or otherwise under a Work Order), whether based upon an action or claim in contract, tort (including negligence), warranty, misrepresentation, strict liability, equity or otherwise (including any action or claim arising from the acts or omissions of the liable Party (or, as the case may be, its Affiliate)), including under any indemnity, shall not exceed 3 times the amounts due and owing to Accenture for Services properly rendered under the Agreement for the twelve (12) months prior to the month in which the first event giving rise to liability occurred (and if the first event giving rise to liability occurs during the first twelve (12) months after the Effective Date of such Work Order, such total aggregate liability shall be twelve (12) times the monthly average of the Charges paid by Customer to Accenture from the Effective Date through such date.

IN WITNESS of which this Local Agreement has been duly executed by the parties.

SIGNED for and on behalf of

[Customer Local Entity]

Signature:

Full Name:

Position:

Date:

SIGNED for and on behalf of

PROQUIRE LLC

Signature:

Full Name:

Position:

Date: