## DATED 2017

**GLOBAL SERVICES AGREEMENT**

**CELEBRATION BANK GLOBAL SERVICES (UK) LIMITED AND**

**PRO INTERNATIONAL, INC.**

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## THIS GLOBAL SERVICES AGREEMENT is made on 2017 BETWEEN:

1. **CELEBRATION BANK GLOBAL SERVICES (UK) LIMITED** a company incorporated in England & Wales (registered number 07272547) whose registered office is at 8 Canada Square, London,

E14 5HQ (**"CELEBRATION BANK "**); and

1. **PRO INTERNATIONAL, INC.,** a company incorporated in Delaware (Federal ID number 98 0442372) whose principal office is at 42 Old Ridgebury Road, First Floor, Danbury, CT 06810 (**"Supplier"**).

## BACKGROUND:

1. CELEBRATION BANK wishes to receive from the Supplier certain end to end sourcing, procurement and associated services.
2. The Supplier has represented to CELEBRATION BANK that it has the experience and expertise in providing similar services to the Services for multinational organisations and, in reliance on that representation, CELEBRATION BANK wishes to engage the Supplier to provide the Services (as defined below).
3. The Supplier has agreed to provide the Services (as defined below) to CELEBRATION BANK on the terms set out in this Global Services Agreement and the Local Services Agreements.

## IT IS AGREED:

* 1. **INTERPRETATION**
     1. The following rules apply in interpreting this Global Services Agreement and any Local Services Agreements entered into pursuant to its terms, except where the context makes it clear that a rule is not intended to apply:
        1. all headings are for ease of reference only and will not affect the construction or interpretation of the Global Services Agreement and the Local Services Agreement;
        2. unless the context otherwise requires:
           1. references to the singular include the plural and vice versa and references to any gender include every gender;
           2. references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality); and
           3. reference to a "party" or to the "parties" will mean CELEBRATION BANK and/or the Supplier (including as determined by clause 4.2.5) as the context requires and will include a reference to its or their successors and (to

the extent applicable) permitted assigns and references to a third party will mean any person other than the parties;

* + - 1. reference to any statute, statutory provision or regulation will include any subordinate legislation, direction or regulation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation and/or direction as modified, amended, extended, consolidated, re enacted and/or replaced and in force from time to time. Similarly, any reference to the FCA or PRA shall include:
         1. any equivalent or similar body in any other country and/or jurisdiction; and
         2. any successor to the FCA, PRA or such other similar or equivalent bodies;
      2. any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;
      3. the rule known as the ejusdem generis rule will not apply and accordingly the meaning of general words introduced by the word **"**other**"** or a similar word or expression will not be restricted by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
      4. without prejudice to clause 4.4.6, a reference to a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
      5. the words "subsidiary" and "holding company" have the meanings set out in section 1159 and schedule 6 of the Companies Act 2006 (except that for the purposes of the membership requirements in section 1159(1)(b) and section 1159(1)(c) a company shall be treated as a member of another company even if its shares in that other company are registered (i) in the name of its nominee, or (ii) in the name of a person (or the nominee of that person) who is holding the shares as security) and "management control" shall be demonstrated by the ability to exercise significant influence over an entity or its management;
      6. the schedules, appendices and Recitals form part of the Global Services Agreement and will have effect as if set out in full in the body of the Global Services Agreement;
      7. in the event of conflict or ambiguity the provisions of the Global Services Agreement and the Local Services Agreement(s) are to be read in the following order of precedence in relation to that conflict:
         1. appendix 2 to schedule 20 (*Data Protection Addendum*);
         2. schedule 20 (*Data Protection Addendum*);
         3. the clauses;
         4. the schedules (other than schedule 20 (*Data Protection Addendum*));
         5. the appendices to any schedules;
         6. the Local Services Agreement (other than forming part of Clauses (1.1.9.1) to (1.1.9.5) above or as pursuant to clause 1.1.10); and
         7. any other document not otherwise referred to above.
      8. a provision in a Local Services Agreement may only override a provision in the Global Services Agreement if it expressly refers to and states that the relevant provision(s) of the Local Services Agreement shall override the conflicting provision(s) of the Global Services Agreement. In all other cases, if a conflict occurs between the provisions or documents listed above then the provision or document higher in the order of precedence will prevail to resolve that conflict; and
      9. capitalised terms in the Global Services Agreement and a Local Services Agreement shall have the meanings set out in clause 2 (*Definitions*).

## DEFINITIONS

* + 1. In the Global Services Agreement and the Local Services Agreements the following terms shall have the following meaning:

**"Acceptance"** means that the Acceptance Criteria have been fully satisfied in respect of the relevant Acceptance Tests as confirmed by CELEBRATION BANK in writing following the relevant Go / No- Go Meeting and **"Accept"** and **"Accepted"** shall be construed accordingly;

**"Acceptance Criteria"** means the criteria to be satisfied to demonstrate that the Acceptance Tests have been successfully completed as set out in schedule 15 (*Transition*), the Transition Plan or otherwise as determined pursuant to paragraph 3 of part 3 of appendix 15A;

**"Acceptance Process"** means the In-Country Transition Acceptance Process and the Central Transition Acceptance Process;

**"Acceptance Testing"** means the testing to be performed against the relevant Acceptance Criteria pursuant to schedule 15 (*Transition*), and **"Acceptance Test"** shall be construed accordingly;

**"Accepted Range"** means that based on an analysis of Equivalent Services Data the Charges for the Benchmarked Services, as compared to the median of the range of prices for Comparable Services, are within ten per cent (10%) of the median charges for the recipients of Comparable Services;

**"Accounts Payable Services"** means the Services set out at section 6 of part 1 of schedule 1 (*The Services*);

**"ACD"** has the meaning given at section 3.2.13 of part 2 of schedule 1 (*The Services*);

**"Actual Volumes"** means the actual volumes of the Volume Units processed by the Supplier pursuant to the Local Services Agreements in any given month;

**"Amendment"** has the meaning given to it in section 3.9 of part 1 of schedule 1 (*The Services*), and shall also include any partial termination that constitutes an Amendment, as set out in section 3.17 of part 1 of schedule 1 (*The Services*);

**"Annual Percentage Change"** means the change in the Relevant Index in the twelve (12) month period immediately preceding in the Rate Change Month;

**"Applicable Agreement"** means Assignment Agreement, Evaluation Agreement, Novation Agreement, Other Agreement, Termination Agreement, Vendor Agreement and Call-Off NDA or any one of them;

**"Applicable Laws"** means any:

1. statute, statutory instrument, by law, order, directive, treaty, decree or law (including any common law, judgment, demand, order or decision of any court, regulator or tribunal);
2. rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body together with any body that oversees or has responsibility and/or authority for the compliance with particular laws or regulations (for example, the Information Commissioner's Office); and/or
3. industry code of conduct or guideline that is ordinarily regarded as having legal or binding effect,

which relates to this Global Services Agreement, the Local Services Agreements and/or the Services and/or the activities comprised in all or some of the Services, the use or application of the output from any part of the Services;

**"Approved Location"** means the locations set out in schedule 17 (*Approved Locations*) and/or the relevant Local Services Agreement;

**"Assignment"** has the meaning given to it in section 3.30 of part 1 of schedule 1 (*The Services*);

**"Assignment Agreement"** has the meaning given to it in section 3.30 of part 1 of schedule 1 (*The Services*);

**"Auditing Body"** has the meaning given to such term in clause 14.1;

**"Audit Default"** has the meaning given to such term in clause 14.6;

**"Background IP"** means the CELEBRATION BANK Background IP and the Supplier Background IP;

**"Base Charge"** means the Charges payable in respect of the Supplier's performance of each of the Service Lines in respect of each In-Scope Country, calculated pursuant to part 4 to schedule 3 (*Charges and Payments*);

**"Baseline In-Scope Country"** means those In-Scope Countries in respect of which a Baseline Volume is not set out in appendix 3B (Baseline Volumes);

**"Baseline Period"** means the period of twelve (12) months from the beginning of the last Hypercare Period in respect of each Baseline In-Scope Country;

**"Baseline Volumes"** means the baseline volumes for each of the Volume Units, as set out in appendix 3B (Baseline Volumes) or as established pursuant to part 4 to schedule 3 (*Charges and Payments*);

**"BCDR Plan"** means the business continuity disaster recovery plan to be produced and maintained by the Supplier pursuant to schedule 6 (*Business Continuity*);

**"Benchmark Review"** means a review of the Services carried out in accordance with schedule 4 (*Benchmarking*) to determine whether those Services represent Good Value;

**"Benchmarked Services"** means all the Services provided under this Global Services Agreement;

**"Benchmarker"** means the independent third party appointed under paragraph 4 of schedule 4 (*Benchmarking*);

**"Best Endeavours"** means to take steps that a reasonable and comparable service provider or customer, as applicable, in the same circumstance would take and would consider necessary to achieve the desired result including taking commercially reasonable actions to the extent necessary to achieve the desired objective;

**"Business Day"** means: (i) in respect of the Global Services Agreement a weekday (Monday to Friday) excluding public and bank holidays in the United Kingdom; and (ii) in respect of each Local Services Agreement, the days on which the banks are generally open for business in the relevant In-Scope Country;

**"Buying Channel"** means the method approved by CELEBRATION BANK by which goods and services may be purchased for a given Category;

**"Calendar Quarter"** means each period of three (3) consecutive months commencing on 1 January 1, April 1, 1 July and 1 October and recurring thereafter;

**"Call-Off"** has the meaning given to it in section 3.13 of part 1 of schedule 1 (*The Services*);

**"Category"** means CELEBRATION BANK 's procurement category classification of goods and services as it may determine from time to time;

**"Catalogue"** means a list of CELEBRATION BANK pre-approved goods and/or services with fixed categories and prices;

**"Category Card"** means CELEBRATION BANK 's list of Vendors identifying Buying Channel and Contracting Channel by relevant commodity and country;

**"Central Transition"** means the Transition activities to be performed by the Supplier during the set up phase of deployment that relate to its ability to provide the Operational Services, as detailed in paragraph 5 of schedule 15 (*Transition*);

**"Central Transition Acceptance Process"** shall have the same meaning given in part 1 of appendix 15A;

**"Change"** means any change, other than Operational Changes, to the Services (including but not limited to the introduction of new services, the manner in which they are provided, or the other systems and processes which, the Services have to interface with), the scope of the Global Services Agreement and Local Services Agreement(s) (to the extent not expressly

addressed elsewhere) or the Service Levels and any other change that is expressly stated in the Global Services Agreement and Local Services Agreement(s) as being required to be made pursuant to the Change Control Procedure;

**"Change Approval Notice"** means a notice in the form set out in appendix 5C;

**"Change Control Analysis"** means a written analysis of a Change Notice, which will be in the form set out in appendix 5B and will as a minimum contain the information referred to in that appendix;

**"Change Control Documents"** means all of:

1. the Change Notice;
2. the Estimate;
3. the Change Control Analysis; and
4. the Change Approval Notice

**"Change Control Procedure"** means the procedure set out in schedule 5 (*Change Control Procedure*);

**"Change Notice"** means a notice in the form set out in appendix 5A;

**"Charges"** means the amounts payable for the Services (or any part thereof) as set out and/or calculated in accordance with schedule 3 (*Charges and Payments*);

**"COE Transition"** means the Transition activities to be performed by the Supplier in respect of the In-Scope COEs;

**"Comparable Services"** means services that are identical or materially similar to the Benchmarked Services (including in terms of scope, specification, geographies, contract term, volume and required quality of performance);

**"Comparison Group"** means a sample group of organisations (at least 4, if available in the Benchmarker's opinion) providing Comparable Services identified by the Benchmarker under paragraph 5.8 of schedule 3 (*Charges and Payments*) consisting of organisations which are either of similar size to the Supplier and which are similarly structured in terms of their business and their service offering so as to be (in the Benchmarker's professional opinion) fair comparators with the Supplier or which in the professional opinion of the Benchmarker are best practice organisations providing Comparable Services;

## "Confidential Information" means:

1. any information (however recorded or preserved) including information relating to facilities, premises, systems, security, procedures, products, customers, and business strategy that is disclosed by or on behalf of the Discloser or a member of the Discloser's group to the Recipient, any member of the Recipient's group and their officers, directors, employees, consultants and professional advisers (each a **"**Recipient Party**"**). References to **"**group**"** in this paragraph (a) shall mean the Supplier Affiliates and the CELEBRATION BANK Group Members, as applicable;
2. the existence of and the terms of the Global Services Agreement and any Local Services Agreement;
3. the position in any dispute in relation to the Global Services Agreement or any Local Services Agreement;
4. any information that is supplied during any audit or is marked confidential or that the Recipient ought reasonably to have known was confidential;
5. in the case of CELEBRATION BANK , CELEBRATION BANK 's Confidential Information, CELEBRATION BANK Data and the terms of and any dealings relating to any Vendor Agreements or Applicable Agreements;

**"Conflict of Interest"** means the existence of a situation which constitutes a conflict between the interests of the Supplier and the Supplier's obligation to act in the best interests of CELEBRATION BANK and/or the CELEBRATION BANK Group Members, which arises in the course of providing the Services, including without limitation:

1. where the Supplier acts to make a financial gain, or avoid a financial loss, in the course of provision of the Services, other than in accordance with the Supplier's entitlement to Charges in accordance with schedule 3 (*Charges and Payments*) or in exercising the Supplier's rights under the Global Services Agreement or a Local Services Agreement. This shall include the receipt by the Supplier or any of the Supplier Affiliates of any referral payment or similar;
2. where the Supplier has a financial or other incentive to act other than in the best interests of CELEBRATION BANK and/or the CELEBRATION BANK Group Members in the delivery of the Services;
3. where the Supplier has an interest in the outcome of the Services or of a transaction carried out by or on behalf of CELEBRATION BANK or the CELEBRATION BANK Group Members which is distinct from and contrary to CELEBRATION BANK 's (or the CELEBRATION BANK Group Members') interest in that outcome, and the Supplier fails to act in the best interests of CELEBRATION BANK and/or the CELEBRATION BANK Group Members (as applicable); and/or
4. where the Supplier knowingly acts in such a way as to disadvantage any of CELEBRATION BANK 's or the CELEBRATION BANK Group Members' other providers,

but excluding any legitimate exercise of the Supplier's rights under the relevant Local Services Agreement that if exercised would constitute a Conflict of Interest as described above;

**"Conflict of Interest Requirements"** has the meaning given to it in clause 4.10.2;

**"Continuation Services"** means any of the Services;

**"Continuous Improvement Period"** means the period of six (6), twelve (12) or eighteen

(18) months as agreed between the parties, commencing on the first Tollgate 5 (Go Live) Date where the relevant Key Metrics or KPIs are first Transitioned to an In-Scope Country, to the relevant Continuous Improvement Plan End Date;

**"Continuous Improvement Plan"** has the meaning set out in paragraph 3.2.1.2 of Schedule 2 *(Outcomes, Service Levels and Service Credits)*;

**"Continuous Improvement Plan End Date"** has the meaning set out in paragraph 3.2.1.2 of Schedule 2 (*Outcomes, Service Levels and Service Credits*);

**"Contracting Channel"** means the method approved by CELEBRATION BANK by which goods and services may be contracted for any given Category;

**"Contract Year"** means each period of twelve (12) consecutive months, starting on the GSA Effective Date or each anniversary thereof;

**"Controller"** has the meaning given to it in clause 8.1;

**"Controlling Interest"** means:

1. the ownership or control (directly or indirectly) of more than fifty per cent (50%) of the fully diluted voting share capital of the relevant undertaking; and/or
2. the ability to direct the casting of more than fifty per cent (50%) of the fully diluted votes exercisable at general meetings of the relevant undertakings on all, or substantially all, matters; and/or
3. the right to appoint or remove directors of the relevant undertaking holding a majority of the voting rights at meetings of the board of directors on all, or substantially all, matters;

**"Critical Mass LSA"** means any of the Local Services Agreements relating to the following countries: United Kingdom, United States, Hong Kong and China;

**"Data Protection Laws"** means the applicable legislation on the protection of Data Subjects with regard to the Data Processing of that Personal Data, including the EU Data Protection Directive 95/46/EC as transposed into domestic legislation of each Member State of the EEA and as amended, replaced or superseded from time to time, including without limitation by the EU General Data Protection Regulation 2016/679 (**"GDPR"**, and collectively with the foregoing **"EU Data Protection Laws"**) and any other data protection laws substantially amending, replacing or superseding any of those laws following any exit by the United Kingdom or any other country from the European Union or the EEA, and/or to the extent applicable, other applicable data protection or national/federal or state/provincial/emirate privacy legislation in force, including where applicable, statutes, decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, data protection authorities and other applicable government authorities;

**"Data Subject"** means an individual who is the subject of CELEBRATION BANK Personal Data;

**"Deadband"** has the meaning given to it in part 4 of schedule 3 (*Charges and Payments*);

**"Delete"** means the removal or obliteration of Personal Data such that it cannot be recovered or reconstructed;

**"Deliverable"** means any tangible or intangible item, output or outcome (including but not limited to documents, software and processes (whether end to end processes, or elements of an end to end process) provided to CELEBRATION BANK , or which CELEBRATION BANK is able to obtain for itself, as an output or outcome of the delivery and/or receipt of the Services, including, for the sake of clarity, any material provided in conjunction with the Deliverable itself, the use of which allows CELEBRATION BANK to gain the full benefit of the Deliverable;

**"Digital Tools"** means those items identified as **"**Digital Tools**"** in section 6 of part 2 of schedule 1 (*The Services*);

**"Disaster"** means an event which materially impacts the normal operation of the Services so as to prevent achievement of the Key Metrics and/or KPIs or otherwise prevents the Supplier from performing its obligations and providing any of the Services;

**"Discloser"** means a party who has disclosed or is disclosing Confidential Information;

**"Dispute Resolution Procedure"** means the process described in clause 28 (*Disputes*);

**"Divested Unit"** means (i) any CELEBRATION BANK Group Member and or any division or department of an CELEBRATION BANK Group Member which was immediately prior to a particular date (the **"Divestment Date"**) properly entitled to receive Services and which ceases, on or after the Divestment Date, to be an CELEBRATION BANK Group Member or to be part of an CELEBRATION BANK Group Member; and/or (ii) any assets or liabilities of an CELEBRATION BANK Group Member, in respect of which that CELEBRATION BANK Group Member was immediately prior to the Divestment Date properly entitled to receive Services, and which cease, on or after the Divestment Date, to be owned by that CELEBRATION BANK Group Member;

**"Divestment Date"** shall have the meaning given to it in the definition of Divested Unit;

**"Documentation"** means any document, information, data or other material (in whatever form), including any descriptions of the Services, descriptions of any Software, Software releases and version levels, specifications, business rules, requirements, the Procedures Manual, network diagrams, user manuals, user guides, training materials and instructions, operating manuals, documented methodologies, process definitions and procedures, and any other documented materials or outputs, all as provided and/or required in relation to the Services from time to time during the Term;

**"Effective Date"** means the GSA Effective Date or the LSA Effective Date, as the context requires;

**"End Users"** has the meaning set out section 2.1.2 of part 1 of schedule 1 (*The Services*);

**"Equivalent Services Data"** means data derived from an analysis of the Comparable Services provided by the Comparison Group that has been adjusted by the Benchmarker in accordance with paragraph 5.11 of schedule 4 (*Benchmarking*);

**"Estimate"** means a written estimate prepared by or on behalf of the Supplier in relation to a proposed Change that sets out:

1. a reasonable Charge for implementing that Change;
2. the increases or decreases to the ongoing Charges that reasonably and properly flow from that Change; and
3. a detailed description of how: (i) that estimate has been prepared; and (ii) the sums referred to in it have been calculated;

**"EU Withdrawal"** has the meaning given to it by clause 27.13;

**"Evaluation Agreement"** has the meaning given to it in section 3.31 of part 1 of schedule 1 (*The Services*);

**"Event of Force Majeure"** means any of the following circumstances which occur and which are beyond the reasonable control of a party and directly prevent that party from performing its obligations under the Global Services Agreement and Local Services

Agreement, being war, civil commotion, armed conflict, riot, act of terrorism, fire, flood or other act of God but excluding for the avoidance of doubt any labour dispute, labour shortages, strikes or lock outs and any EU Withdrawal or the impacts of any EU Withdrawal;

**"Executive Sponsor"** means the Supplier Executive Sponsor and CELEBRATION BANK 's Global COO, Procurement;

**"Exit Milestone"** means a state of affairs as described in the Exit Plan;

**"Exit Milestone Date"** means the date by which the associated Exit Milestone must have been achieved, as specified in the Exit Plan;

**"Exit Plan"** means the exit plan to be developed in accordance with Schedule 10 (Exit Planning, Management and Implementation);

**"Expedited Dispute Resolution Procedure"** has the meaning given to it in clause 4.10.4;

**"Extension"** has the meaning given to it in section 3.10 of part 1 of schedule 1 (*The Services*);

**"Factually Accurate"** means the number that truly represents, from a HR/employee management perspective, the number of FTE that were providing services equivalent to the Services in respect of the relevant In-Scope Country and which are to be displaced as a result of the Supplier's provision of the Services;

**"FCA"** means the Financial Conduct Authority and its successors, and any equivalent body in any other jurisdiction;

## "Financial Distress Event" means:

1. any issue of profit warning or public statements made by the Supplier, a Supplier Affiliate, and any of their auditors or regulators (including stock exchanges on which they are listed) about material deterioration in their financial position or prospects;
2. a public investigation or regulatory finding into any allegations of improper financial accounting and reporting, suspected fraud or other financial impropriety by the Supplier that, if the allegations are proven, is likely to result in a material adverse change in the financial position of the Supplier;
3. the Supplier being in breach of any of its bank borrowing covenants for at least fifteen (15) days, provided that such breach shall trigger a repayment of debt that will result in a material adverse change in the financial position of the Supplier likely to result in its inability to deliver the Services;
4. a Sub Contractor notifying CELEBRATION BANK that it has outstanding undisputed debt from the Supplier in excess of £100,000 (or a Supplier Affiliate that is paying the invoices for the Sub Contractor's services), or the Sub Contractor accruing the right to terminate the relevant sub contract for non-payment (other than may have been disclosed to and agreed with CELEBRATION BANK by the Supplier);
5. commencement of proceedings against the Supplier in relation to the circumstances described in clause 23.1.1.2 or clause 23.2.1.2; or
6. the Solvency Ratio increases to 3 or higher;

**"FTE"** means one full time equivalent engaged in the provision of the Services;

**"FTE Grade"** means the FTE grades identified in the FTE Rate Card;

**"FTE Rate Card"** means the FTE Rate Card set out in the "Rate Card" tab of the Price Book, broken down by Service Line and Service Delivery Centre;

**"GCM"** means an CELEBRATION BANK Global Category Manager;

**"Get Well Plan"** has the meaning given to it in clause 17.3;

**"Global Services Agreement"** means this Global Services Agreement entered into between the parties;

**"Go Live Date"** means the date on which the Supplier achieves Go Live;

**"Go / No Go Meeting"** means a meeting at which a decision to proceed past the relevant Tollgate will be made by CELEBRATION BANK ;

**"Good Industry Practice"** in relation to the provision of the Services and any ancillary performance obligations, the provision of such Services or the performance of such obligations using the degree of skill, care, prudence, efficiency, supervision, diligence, foresight, quality control, quality management and timelines which would (at the relevant time) be adopted by a person highly skilled and experienced in providing similar Services;

**"Good Value"** means that the Charges attributable to a Benchmarked Service are, having taken into account the Service Levels, within the Accepted Range; and

**"Greater London"** means the 32 London Boroughs and the City of London;

**"GSA Effective Date"** means 31 May 2017;

**"Guarantor"** means PRO Limited, a company incorporated in Bermuda with number 398838 whose registered office is at Canon's Court, 22 Victoria Street, Hamilton HM, 12, Bermuda;

**"Head of Procurement BPO"** means the person appointed to that role by CELEBRATION BANK from time to time;

**"HGSU"** means CELEBRATION BANK Global Services (UK) Limited, a company incorporated in England

& Wales (registered number 07272547) whose registered office is at 8 Canada Square, London, E14 5HQ;

**"CELEBRATION BANK Applicable Law"** means laws applicable to CELEBRATION BANK solely in its capacity as a provider of financial products and services;

**"CELEBRATION BANK Background IP"** means Intellectual Property Rights that belong to or are licensed to CELEBRATION BANK or an CELEBRATION BANK Group Member prior to the Effective Date and/or that are generated after the Effective Date by, or licensed to, CELEBRATION BANK or an CELEBRATION BANK Group Member, other than by or on behalf of the Supplier;

**"CELEBRATION BANK Contracting Party"** means the CELEBRATION BANK Group Member that enters into the relevant Local Services Agreement;

**"CELEBRATION BANK Data"** means all data, information, text, drawings, statistics, analysis and other materials embodied in any form relating to CELEBRATION BANK or any CELEBRATION BANK Group Member (and/or their respective customers or suppliers) and which may be supplied by or on behalf of the Supplier, CELEBRATION BANK or any CELEBRATION BANK Group Member and/or which the Supplier (and/or any Sub Contractors) generates, collects, processes, stores or transmits in connection with the Global Services Agreement and Local Services Agreement(s) including any derivative or statistical data relating thereto;

**"CELEBRATION BANK Group Member"** means CELEBRATION BANK Holdings plc and any legal entity from time to time

(1) in which CELEBRATION BANK Holdings plc (or one or more of its subsidiary companies, or subsequent holding or subsidiary companies of such entity) has a Controlling Interest, or (2) over which CELEBRATION BANK Holdings plc (or one of its subsidiary companies, or a subsequent holding or subsidiary company of such entity) either directly or indirectly exercises significant influence, even though it may own less than fifty percent (50%) of the shares and is prevented from owning a greater shareholding, or (3) those legal entities mutually agreed by the parties from time to time;

**"CELEBRATION BANK Information"** has the meaning given to it in clause 9.3;

**"CELEBRATION BANK IPR Claim"** has the meaning given to it in clause 10.11;

**"CELEBRATION BANK Legal"** means CELEBRATION BANK 's legal function, including any third party provider of legal services engaged to perform the same;

**"CELEBRATION BANK Material"** means such material provided to the Supplier by CELEBRATION BANK for the purposes of the Supplier's provision of the Services including Licensed CELEBRATION BANK Systems;

**"CELEBRATION BANK Personal Data"** means the data described in appendix 1 to schedule 20 (Data Protection Addendum) and any other Personal Data Processed by the Supplier (or any Supplier Affiliate or Subprocessor on its behalf) on behalf of CELEBRATION BANK or any CELEBRATION BANK Group Member pursuant to or in connection with the Global Services Agreement and the Local Services Agreements;

**"CELEBRATION BANK Policies and Procedures"** means CELEBRATION BANK 's policies (including (i) local policies, procedures and processes; (ii) CELEBRATION BANK standard operating processes unless and until replaced by the Standard Operating Procedures; and (iii) once agreed, the Standard Operating Procedures, as applicable from time to time, including without limitation those policies and procedures set out in schedule 7 (*CELEBRATION BANK Policies*);

**"CELEBRATION BANK Premises"** means any site from time to time owned, leased or otherwise occupied or used by CELEBRATION BANK or any CELEBRATION BANK Group Member;

**"CELEBRATION BANK Procurement Data Warehouse"** means a repository of CELEBRATION BANK data collected from multiple sources and includes Vendor Agreements, savings pipeline and spend;

**"CELEBRATION BANK Responsibilities"** means an obligation placed on CELEBRATION BANK as set out in schedule 14 (*CELEBRATION BANK Responsibilities*);

**"CELEBRATION BANK System"** means all software, hardware, plant, machinery, media, cabling and other equipment which is owned, leased or licensed by CELEBRATION BANK and/or any other CELEBRATION BANK Group Member;

**"Hypercare Period"** means the period of at least four (4) weeks or such longer period as is required to satisfy the Acceptance Criteria, unless otherwise agreed with CELEBRATION BANK , immediately

preceding each Go Live, as detailed in the Transition Plan. Once the Hypercare Period has been completed and Tollgate 5 (Go Live) has been Accepted, Go Live will occur;

**"In-Country Transition"** means the Transition activities to be performed by the Supplier in respect of each of the required CELEBRATION BANK Group Members in the In-Scope Countries;

**"In-Country Transition Acceptance Process"** shall have the same meaning given in paragraph 2 of part 2 of appendix 15A;

**"In-Scope COEs"** means CELEBRATION BANK 's Centres of Excellence in Hyderabad (India), Krakow (Poland), Cairo (Egypt) (in part to the extent relevant to the In-Scope Countries) and Foshan (China);

**"In-Scope Countries"** means those countries identified as such in schedule 15 (*Transition*);

**"Insurance Policies"** means all policies of insurance that the Supplier is obliged to procure and maintain under schedule 16 (*Insurance Requirements*) and Insurance Policy means any one of them;

**"Intellectual Property Rights"** means all present and future rights conferred by statute, common law or equity in any territory in or in relation to copyright and related rights, moral rights, trade marks, designs, patents, database rights, circuit layouts, business and domain names, inventions and rights in goodwill or to sue for passing off or equivalent rights or forms of protection (whether or not registered or capable of registration) and all applications (and rights to apply) therefor, and for renewals and extensions of, any such rights as may now or in the future exist anywhere in the world;

**"Interim Period"** means, for each Resolution Event, a period of twelve (12) months after the date that the Resolution Event commenced (or any longer period required by any Regulatory Authority);

**"Invoices"** has the meaning set out in section 6.1.2 of part 1 of schedule 1 (*The Services*);

**"Invoice Date"** means the date(s) on which the Supplier's invoice(s) will be rendered, as specified in schedule 3 (*Charges and Payments*) or a relevant Local Services Agreement or if no such date is specified, the first Business Day of the month following the month in which the relevant Services were delivered or performed;

**"IT Infrastructure"** means the connectivity, telephony and ticketing system infrastructure required to support the Supplier's delivery of the Services except in respect of Digital Tools;

**"Key Metric"** means any of the metrics set out in appendix 2B and as may be adjusted in accordance with paragraph 3 of schedule 2 (*Outcomes, Service Levels and Service Credits*);

**"Key Personnel"** means those Supplier individuals identified as such in the Global Services Agreement and Local Services Agreement(s) and their replacements.

**"KPI"** means any of the metrics set out in appendix 2C to schedule 2 (*Outcomes, Service Levels and Service Credits*);

**"Legal Pre-Approved Process"** means CELEBRATION BANK Legal pre-approved processes allowing transactions which meet a set profile and scope to be handled without legal referral, where certain criteria are met, on the basis of prior approval from CELEBRATION BANK Legal based on the assessed risk of that profile and scope;

**"Licensed CELEBRATION BANK Premises"** means those CELEBRATION BANK premises that the Supplier is permitted and licensed to access and or use in accordance with clause 4.11.2;

**"Licensed CELEBRATION BANK System"** means those CELEBRATION BANK Systems that the Supplier is entitled to access and use for the performance of the Services in accordance with clause 4.11.6;

**"Local Services Agreement"** means an agreement entered into by an CELEBRATION BANK Group Member and the Supplier or Supplier Affiliate pursuant to clause 4.2.5;

**"Longstop Date"** means the date that is three (3) weeks after the relevant Tollgate Date for Tollgates 3, 4 or 5, provided that the Longstop Date for Transition Waves which are due to be completed in 2017 shall be postponed by a period of time as is necessary to address delays resulting from the requirements of CELEBRATION BANK 's mandatory policies relating to CELEBRATION BANK 's requirements for suppliers engaging with it (for example in relation to Supplier Personnel background checks) but excluding any CELEBRATION BANK Policies and Procedures relating to the scope of the Services;

**"Loss"** or **"Losses"** means all losses, liabilities, damages, costs, claims and expenses (including legal fees and other professional advisers' fees, and disbursements and costs of investigation, litigation, settlement, judgment, interest, penalties and remedial actions);

**"LSA Effective Date"** means the date specified as such in the Local Services Agreement or if no date is specified, the date of execution of the Local Services Agreement, as set out on the front page of the Local Services Agreement;

**"LSA Expiry Date"** means the day that is set out as such in the Local Services Agreement or if no date is set out means the date that is the final day of the LSA Term;

**"LSA Term"** has the meaning given to it in clause 3.2;

**"Measurement Period"** means the period of time in respect of which the Supplier's performance against the: (i) KPIs; (ii) Key Metrics; and (iii) Outcomes will be measured and, in the absence of anything to the contrary, will be monthly for the KPIs and Key Metrics and Quarterly for the Outcomes;

**"NDA"** has the meaning given to it in section 4.1.10 of part 1 of schedule 1 (*The Services*);

**"Non-Technical Queries"** means all operational and/or functional queries related to all procurement and accounts payable related processes, systems (except any Technical Queries) and/or services, whether delivered by CELEBRATION BANK or the Supplier;

**"Novation"** has the meaning given to it in section 3.30 in part 1 of schedule 1 (*The Services*);

**"Novation Agreement"** has the meaning given to it in section 3.30 in part 1 of schedule 1 (*The Services*);

"**NPS Survey Recipient"** has the meaning given to it in paragraph 1.4 of appendix 2A;

**"NPS Survey"** means the survey containing the questions set out in paragraph 1.3 of appendix 2A which will be sent by the Supplier to the NPS Survey Recipients, as detailed in appendix 2A, against which the Supplier's performance of the Services will be assessed and the Outcome is based;

**"NPS Survey Score"** has the meaning given to it in paragraph 1.3 of appendix 2A;

**"Operational Change"** means an operational or technical change in respect of the delivery of the Services and which does not impact any of the terms of the Global Services Agreement and/or any Local Services Agreement (including the Charges or performance of the Services in accordance with the relevant KPIs and/or Outcomes);

**"Operational Loss"** means any Losses arising as a result of any overpayment, underpayment, incorrect payment or non-payment (together, **"Wrongful Payments"**) by the Supplier resulting from its performance or non-performance of the Services;

**"Operational Services"** means all of those Services described in schedule 1 (*The Services*);

**Operational Sourcing Services** means those Services set out in the Operational Sourcing Services table set out in Part 1 to schedule 1 (*The Services*)

**"Outline Transition Plan"** shall mean the plan set out in appendix 15D of schedule 15 (*Transition*);

**"Other Agreement"** has the meaning given to it in section 3.29 of part 1 of schedule 1 (*The Services*);

**"Outcome"** means the specified business objectives of CELEBRATION BANK required to be achieved by the Supplier in the provision of the Services, as set out in appendix 2A;

**"Parent Company Guarantee"** means a parent company guarantee in the form set out in schedule 12 (*Parent Company Guarantee*);

**"PBX"** means a private branch exchange telephone system;

**"PRA"** means the Prudential Regulation Authority and its successors, and any equivalent body in any other jurisdiction;

**"Price Book"** means the content of appendix 3A to schedule 3 (*Charges and Payments*), as updated from time to time pursuant to the Change Control Procedure;

**"Procedures Manual"** means a manual documenting all operational and technical procedures, specifications, designs, scripts, standards (including technology and security standards), technology and FTE information and other information relevant to the delivery of the Services (excluding the Standard Operating Procedures), in sufficient detail to enable appropriately skilled people from CELEBRATION BANK , or CELEBRATION BANK Group Member or a third party acting on behalf of CELEBRATION BANK or an CELEBRATION BANK Group Member to understand the manner in which Services are performed, provided this manual does not need to extend to the level of specificity contained in the Standard Operating Procedures;

**"Process/Processing"** has the meaning given to it in clause 8.1;

**"Processor"** has the meaning given to it in clause 8.1;

**"Procurement Contract"** means an agreement between CELEBRATION BANK or an CELEBRATION BANK Group Member and a third party in respect of which the Supplier provides the Services;

**"Procurement Support Desk"** or **"PSD"** has the meaning given in section 2.1.1 of part 1 of schedule 1 (*The Services*);

**"Procurement Support Desk Services"** means the Services set out in section 2 of part 1 of schedule 1 (*The Services*);

**"Productivity Rate"** means the manner and profile in which the Base Charges decrease on a month to month basis as indicated in the Price Book;

**"Project Library"** means an online library, the technology for which is provided by CELEBRATION BANK , of Documentation and other information relating to the Global Services Agreement and Local Services Agreements, access to and maintenance of which is described in clause 4.13;

**"PSR"** means a request which leads to a Sourcing Event or Sourcing Project, including any engagement for any Vendor Agreements, Amendments, Call-Offs, Assignments, novations, terminations and any other agreements but excluding payment requests and purchase orders;

**"Quarter"** means each period of three (3) consecutive months commencing on (i) the first Tollgate 5 (Go Live) Date applicable to the Transition of Services for that In-Scope Country, in respect of each In-Scope Country's NPS Survey Score (Local); or (ii) the first Tollgate 5 (Go Live) Date in respect of the NPS Survey Score (Global) and, in each case, recurring every three (3) months thereafter, and **"Quarterly"** shall be construed accordingly;

**"Ramp-Up Period"** means the period of at least four (4) weeks or such longer period as is required to satisfy the Acceptance Criteria, unless otherwise agreed with CELEBRATION BANK , immediately preceding the Hypercare Period, which applies at CELEBRATION BANK 's option pursuant to paragraph 5.1 of part 2 of appendix 15A during which time: (i) the Supplier has operational responsibility for performing the relevant Operational Services; and (ii) the volume of the relevant Operational Services ramps-up as more volume is transitioned to the Supplier in accordance with the relevant pre-agreed ramp-up profile;

**"Rate Change Month"** means May 2022 and May 2023;

**"Recipient"** means a party who has received or is receiving Confidential Information; **"Recipient Party"** has the meaning given to it in the definition of Confidential Information; **"Rectification Plan"** has the meaning given to it in clause 14.6.1;

**"Regulatory Authorities"** means all governmental, statutory or regulatory bodies and any other competent authorities or entities in any jurisdiction having responsibility for the regulation or governance of CELEBRATION BANK , any CELEBRATION BANK Group Member, the Supplier, any Supplier Affiliate, the Global Services Agreement and Local Services Agreement, the Services or the activities which are comprised in all or some of the Services or the use or application of the output from any part of the Services and **"Regulatory Authority"** means any of them;

**"Regulatory Requirements"** means all legal and regulatory requirements, policies, rules, orders, guidance and industry codes (whether binding or non-binding) that are made or given by any Regulatory Authority that has authority or governance over CELEBRATION BANK and/or any CELEBRATION BANK Group Member (or to whose rules and guidance CELEBRATION BANK and/or any CELEBRATION BANK Contracting Party is accustomed to comply);

**"Relevant Index"** means the equivalent to the Consumer Price Index in the country in which the Service Delivery Centre is located;

**"Relief Event"** means either a failure by CELEBRATION BANK to fulfil an CELEBRATION BANK Responsibility, or an Event of Force Majeure, together with any other event that is specifically identified in the Global Services Agreement as a "Relief Event";

**"Relief Notice"** has the meaning given to it in clause 26 (*Relief Notice*);

**"Remote Access Solution"** has the meaning given in the table in section 2.2.1 of part 2 of schedule 1 (*The Services*);

**"Required Go Live Date"** has the meaning given to it in schedule 15 (*Transition*) or any Local Services Agreement;

**"Required Go Live Date"** means the date on which the Supplier is required to Go Live, as set out in schedule 15 (*Transition*) or in the Transition Plan;

**"Requisition"** means a request from CELEBRATION BANK for particular goods or services;

**"Requisition Management Services"** means the Services set out at section 5 of part 1 of schedule 1 (*The Services*);

**"Resolution Event"** means:

1. any pre stabilisation measures or assessments including:
   1. the exercise by a Regulatory Authority of any supervisory action, including removal of impediments to the use of any stabilisation powers;
   2. an assessment by a Regulatory Authority of whether a financial institution is failing or likely to fail;
   3. measures taken by a financial institution to enable it to meet or continue to meet its threshold conditions;
2. the exercise of stabilisation powers by a Regulatory Authority, including:
   1. a transfer of the shares of a financial institution to a third party;
   2. a transfer of all or part of the business, assets or liabilities of a financial institution by way of asset transfer;
   3. the making of a bank insolvency order or bank administration order; or
   4. a bail in or other compromise of the claims of the creditors of a financial institution,

each of (a) and (b) pursuant to legislation, regulation, guidance or pursuant to powers of Regulatory Authority to establish a framework for the recovery and/or resolution of a financial institution or a member of the financial institution's group;

**"Resolution Unit"** means any CELEBRATION BANK Group Member, or any division or department thereof (including any assets and/or liabilities), which is subject to a Resolution Event;

**"Restricted Persons"** has the meaning given to such term in clause 22.6;

**"Retained Records"** has the meaning given to it in clause 14.9;

**"Service Credits"** means a credit against the Charges made in accordance with the provisions of schedule 2 (*Outcomes, Service Levels and Service Credits*);

**"Service Delivery Centre"** means each of the Approved Service Locations set out in schedule 17 (*Approved Locations*) and identified as a Service Delivery Centre, from which the Supplier will deliver Services to the In-Scope Countries allocated to that Service Delivery Centre as identified in that schedule 17 (*Approved Locations*);

**"Service Key Performance Indicator"** or **"KPI"** means the measures of service performance, as set out in appendix 2C and as may be adjusted in accordance with paragraph 3 of schedule 2 (*Outcomes, Service Levels and Service Credits*);

**"Service Level"** means the Key Metrics, the KPIs and the Outcomes or any of them;

**"Service Line"** has the meaning given to it in section 1 of part 1 of schedule 1 (*The Services*), and **"Service Lines"** shall be construed accordingly;

**"Service Management Charge"** means the monthly fixed element of the Charges broken down by Local Services Agreement, as set out in the "Monthly Base Charges" tab of the Price Book;

**"Service Readiness Tests"** means the tests set out at paragraph 4.3 of part 2 of appendix 15A;

**"Service Recipient"** has the meaning given in clause 4.2.4;

**"Service Remedies"** shall have the meaning given in paragraph 4 of schedule 2 (*Outcomes, Service Levels and Service Credits*);

**"Service Risk Assessment"** means CELEBRATION BANK service risk assessment processes in place from time to time;

**"Services"** means all or, as the context requires, any of the obligations of the Supplier under or in connection with the Global Services Agreement and Local Services Agreement, including the provision of the Services as set out, described or referenced in schedule 1 (*The Services*) and ;

**"Short Form Agreement"** means the short form agreement entered into between CELEBRATION BANK Global Services (UK) Limited and the Supplier dated on or about 17 March 2017;

**"Software"** means computer programs in object code and source code, together with any technical information and documentation necessary for the use of such programs;

**"Solvency Ratio"** means the outcome of the following equation: net borrowings net of cash/EBITDA;

**"Source to Contract Engine"** means the Services set out at section 4 of part 1 of schedule 1 (*The Services*);

**"Sourcing Event"** means any sourcing activity that is managed by CELEBRATION BANK from time to time, and supported by the Supplier through the Source to Contract Engine Services;

**"Sourcing Project"** means an engagement for the sourcing of goods and/or services, as notified to the Supplier by CELEBRATION BANK , to be managed by the Supplier as part of the Operational Sourcing Services, but excludes Sourcing Events;

**"Standard Operating Procedures"** has the meaning given to it in schedule 1 (*The Services*);

**"Step Out Date"** has the meaning given in clause 25.9;

**"Step Out Notice"** has the meaning given in clause 25.9;

**"Sub Contractor"** means any person engaged by or used by the Supplier or a Supplier Affiliate to provide any of the Services or perform any of the Supplier's obligations under the Global Services Agreement or a Local Services Agreement;

**"Successor Supplier"** means any service provider or combination of service providers which is/are to succeed the Supplier in the provision of the Services, or any of them, following the expiry, termination or part termination of the Global Services Agreement and/or a Local Services Agreement, or the removal of such Services from the scope of the Global Services Agreement and/or a Local Services Agreement (as the case may be), whether provided by CELEBRATION BANK , any other CELEBRATION BANK Group Member and/or by a third party;

**"Supplier Accessed Data"** has the meaning given in section 7.1.1 of part 1 of schedule 1 (*The Services*);

**"Supplier Affiliate"** means:

1. the Supplier and any entity which from time to time is the Supplier's ultimate holding company or a subsidiary of such ultimate holding company; and
2. any entity over which from time to time any of the entities defined in paragraph (a) of this definition either directly or indirectly exercises management control, even though it may own less than fifty per cent (50%) of the shares and is prevented by law from owning a greater shareholding;

**"Supplier Applicable Law"** means any Applicable Law that:

1. applies to the Supplier in the conduct of its business; and
2. relates to the manner of performing the Services, but excluding the CELEBRATION BANK Applicable Laws;

**"Supplier Background IP"** means the Supplier IP and Third Party IP;

**"Supplier Competitor"** means the following companies and any successors by merger, spin- off (that perform services similar to the Services or part thereof) or acquisition thereof after the GSA Effective Date: Tata Consultancy Services Limited, Wipro Limited, Infosys Limited, Cognizant Technology Solutions Corporation, International Business Machines Corporation, Accenture plc, Hewlett Packard Company / Electronic Data Systems Corporation, Cap Gemini plc, GEP, Proxima, Capita Group plc, and any affiliates or subsidiaries of the aforementioned companies. The Supplier may from time to time propose amendments to the list of Supplier Competitors for CELEBRATION BANK approval, such approval not to be unreasonably withheld or delayed;

**"Supplier Contracting Party"** means the Supplier or the Supplier Affiliate that enters into the relevant Local Services Agreement;

**"Supplier Group"** means the Supplier and all Supplier Affiliates;

**"Supplier Personnel"** means all employees, agents, consultants, contractors and other representatives of the Supplier any Supplier Affiliate and their respective Sub Contractors who are involved in the provision of the Services;

**"Supplier IP"** means any Intellectual Property Rights contained in the Supplier Tools;

**"Supplier Tools"** means any pre existing materials or other Intellectual Property Rights owned by the Supplier which pre date or are created independently of the Global Services Agreement and relevant Local Services Agreement, including any enhancements or modifications thereto, and which are not Deliverables;

**"Support Day"** means a day identified as such and comprising of the relevant hours of operation identified in paragraph 3 of schedule 17 (*Approved Locations*);

**System** means the combination of hardware, software, computer and telecommunications devices and equipment used by the Supplier or its Sub Contractors (but not hired, leased or loaned from CELEBRATION BANK ) in connection with the provision of the Services including the Digital Tools;

**"Technical Queries"** means all technical queries, incidents and/or problems, including incident management or IT service requests in respect of CELEBRATION BANK Systems;

**"Term"** means the period of time from the GSA Effective Date to the date on which the final Termination Assistance Period ends;

**"Termination"** has the meaning given to it in section 3.17 of part 1 of schedule 1 (*The Services*);

**"Termination Agreement"** has the meaning given to it in section 3.19 of part 1 of schedule 1 (*The Services*);

**"Termination Assistance"** means the services that are to be provided by the Supplier to migrate the Services or part of them to a Successor Supplier during each of the Termination Assistance Periods;

**"Termination Assistance Period(s)"** means such period(s) of time, each up to eighteen (18) months as required by CELEBRATION BANK to migrate the Services or part of them to CELEBRATION BANK and/or an CELEBRATION BANK Group Member and/or a Successor Supplier, each such period commencing upon the earlier of: (i) service of a notice terminating the Global Services Agreement, (ii) service of a notice terminating the relevant Local Services Agreement(s), whether in whole or part, or (iii) when requested by CELEBRATION BANK in respect of a particular Local Services Agreement or the Global Services Agreement, where the relevant Local Services Agreement or the Global Services Agreement will expire through effluxion of time provided that CELEBRATION BANK shall give the Supplier at least three (3) months' notice if Termination Assistance will not be required in relation to the relevant expiry. For clarity, a Termination Assistance Period is to be provided in respect of each Local Services Agreement, together with the Global Services Agreement itself (such that there will be multiple Termination Assistance Periods), and accordingly the duration of each Termination Assistance Period is measured by reference to each Local Services

Agreement not the commencement of the Termination Assistance Period of a Local Services Agreement that is terminated at an earlier time;

**"Termination Fees"** has the meaning given to it in schedule 3 (*Charges and Payments*);

**"Third Party IP"** means any Intellectual Property Rights that are owned by a third party;

**"Ticket"** means a record in the Ticketing Solution and which is assigned to, and includes details of Non-Technical Queries reported to the Supplier;

**"Ticketing Solution"** has the meaning given to it in section 3.1.2 of part 2 of schedule 1 (*The Services*);

**"Tollgate"** means an event described as a tollgate in schedule 15 (*Transition*) or in the Transition Plan by which specified tasks are to be completed and Accepted by CELEBRATION BANK ;

**"Tollgate Date"** means the required date for Acceptance of a Tollgate, as set out in schedule 15 (*Transition*) or the Transition Plan, or as otherwise agreed by the parties through the Change Control Procedure and **"Tollgate 3 (KT) Date"** and **"Tollgate 5 (Go Live) Date"** shall be construed accordingly;

**"Tollgate 3 (KT)"** means the date on which the Supplier assumes operational responsibility for performing the relevant Operational Services and the Ramp-Up Period, if any, commences and **"Service Commencement"** shall be construed accordingly;

**"Tollgate 4"** means a tollgate identified as such in Schedule 15 (*Transition*);

**"Tollgate 5 (Go Live)"** or **"Go Live"** means the date on which the Hypercare Period in respect of a Transition Wave has been completed;

**"Transformation Local Services Agreement"** means the Local Services Agreement described as the Transformation Local Services Agreement;

**"Transition"** means the processes and activities within the Transition Period for transferring responsibility for the performance of the Operational Services to the Supplier in readiness for Service Commencement and Go Live;

**"Transition Deliverables"** means those Transition Deliverables required to be provided as part of Transition, as detailed in the Transition Plan;

**"Transition Period"** means the period commencing on the date of signature of the first Local Services Agreement and ending on Acceptance of the final Tollgate 5 (Go Live) in respect of all of the Transition Waves;

**"Transition Plan"** means the Outline Transition Plan set out in appendix 15D of schedule 15 (*Transition*) or the relevant LSA Transition Plan(s);

**"Transition Services"** means the Services that are required by schedule 15 (*Transition*) and the Transition Plan;

**"Transition Wave"** has the meaning given in paragraph 2.2 of schedule 15 (*Transition*);

**"Trade Mark Licence"** means the terms applicable to the Supplier's use of CELEBRATION BANK 's trade marks and brands, to be agreed between the parties from time to time;

**"Transferable Contracts"** means those contracts between the Supplier and a third party used in the performance of the Services the subject matter of the relevant contract is used wholly or predominantly in the provision of the Services, excluding those related to the Digital Tools;

**"Transition Completion Charges"** means the amounts payable pursuant to paragraph 2.1 of part 2 to schedule 3 (*Charges and Payments*);

**"VAT"** means value added tax as provided for in the Value Added Tax Act 1994 and legislation (whether delegated or otherwise) supplemental to this or in any primary or secondary legislation promulgated by the European Community or any official body or agency of the European Community and any similar sales, consumption or turnover tax, or introduced in addition to the foregoing, and references to United Kingdom legislation shall be deemed to include any corresponding legislation in any foreign jurisdiction and reference to any United Kingdom tax (including without limitation, VAT) shall include any corresponding tax in a relevant jurisdiction;

**"Validated Information Security Policy"** has the meaning given to it in clause 9.2;

**"Vendor"** means a third party providing goods or services to CELEBRATION BANK from time to time, and where the context requires, the term **"Vendor"** shall also include any third party that is part of a process to become a Vendor;

**"Vendor Agreement"** means the terms and conditions (whether comprised in a single or multiple documents) governing the supply of goods or services (as applicable) by a Vendor to CELEBRATION BANK from time to time;

**"Vendor Master Data"** means any data stored in the relevant Licensed CELEBRATION BANK System in connection with the payment of Invoices, including name, address, VAT number, bank account details and other relevant information;

**"Volume Unit"** means each of (i) Invoices and (ii) PSRs;

**"Wave Transition Plan"** has the meaning given to it in paragraph 4 of schedule 15 (*Transition*);

**"Wilful Abandonment"** means an intentional and permanent cessation by the Supplier of the provision of the Services or part thereof. Cessation of provision of the Services pursuant to lawful termination of the Global Services Agreement or an applicable Local Services Agreement (or any part of them) by the Supplier in accordance with the terms of such agreement shall not be considered to be Wilful Abandonment;

**"Wilful Default"** means an action undertaken by the Supplier: (a) with the intent to cause harm to CELEBRATION BANK or an CELEBRATION BANK Group Member; or (b) with reckless disregard as to the effect of such action on CELEBRATION BANK or the CELEBRATION BANK Group Member; and

**"Wrongful Payment"** has the meaning given to it in the definition of Operational Loss.

## TERM

* + 1. Unless and until terminated earlier in accordance with the provisions of clause 23 (Termination) this Global Services Agreement shall come into force on the GSA Effective Date and shall continue in full force and effect until 23:59 on 31 May 2024 (the **"GSA Term"**).
    2. Save as may be set out to the contrary in any Local Services Agreement, each Local Services Agreement commences on its LSA Effective Date and, subject to earlier termination in accordance with this Global Services Agreement, continues in force until 23:59 on the LSA Expiry Date or 23:59 on the date of termination or expiry of the Global Services Agreement, whichever occurs first (the **"LSA Term"**).
    3. The parties agree and acknowledge that an CELEBRATION BANK Contracting Party will only be able to enter into any Local Services Agreements once it obtains any necessary approvals and permissions, and has fulfilled any consultation and Works Council commitments.
    4. This Global Services Agreement and the Transformation Local Services Agreement terminate the Short Form Agreement. This Global Services Agreement and the Local Services Agreements supersede the Short Form Agreement. All things done or not done under the Short Form Agreement that relate to the subject matter of this Global Services Agreement and the Local Services Agreements shall be deemed to have been performed pursuant to the terms of this Global Services Agreement and the Local Services Agreements, notwithstanding the acts or omissions that pre-date the relevant Effective Date.

## SERVICE PROVISIONS

* + 1. Non Exclusive Appointment

The Supplier acknowledges that the Global Services Agreement and Local Services Agreement do not constitute an exclusive arrangement between the parties for the purchase of the Services and CELEBRATION BANK and the CELEBRATION BANK Group Members shall be entitled to supply the Services themselves and/or purchase the Services from third parties in their absolute discretion. Without prejudice to the provisions of schedule 3 (*Charges and Payments*), the Supplier acknowledges that CELEBRATION BANK makes no volume commitments and that CELEBRATION BANK does not guarantee any level of expenditure or revenue.

* + 1. Engagement
       1. This Global Services Agreement creates a contractual framework between CELEBRATION BANK and the Supplier under which the Supplier and Supplier Affiliates shall deliver services to CELEBRATION BANK and the CELEBRATION BANK Group Members.
       2. The Supplier agrees that at any time during the GSA Term, CELEBRATION BANK or any of the CELEBRATION BANK Group Members may request the provision of services from the Supplier or the Supplier Affiliates and where agreed the relevant Supplier Affiliate and the relevant CELEBRATION BANK Group Member shall enter into a Local Services Agreement which shall be governed by, and incorporate, the Global Services Agreement. The Supplier may only refuse its agreement to a Local Services Agreement (other than those identified in schedule 15 (*Transition*)), where:
          1. the Supplier reasonably believes that its entering into the Local Services Agreement would place the Supplier in breach of regulations administered by the US Department of Treasury, Office of Foreign Assets Control, or any successor to that body or similar regulations or any other applicable law from time to time in any relevant jurisdiction, or travel to which would be in breach of the advice of the Foreign & Commonwealth Office regarding travel to

that country, so as to pose an unacceptable threat to the safety and security of the Supplier Personnel or assets;

* + - * 1. the charging model set out in this Global Services Agreement cannot be applied to the proposed Local Services Agreement or the charging model applicable to such Local Services Agreement is not capable of being discerned from the information in this Global Services Agreement or is otherwise not agreed between CELEBRATION BANK and the Supplier;
        2. the Supplier has not been afforded the opportunity to perform due diligence in respect of the countries to which such Local Services Agreement relates;
        3. the proposed CELEBRATION BANK Contracting Party in respect of the Local Services Agreement would be a Supplier Competitor;
        4. the Supplier has reasonable and demonstrable concerns regarding the proposed CELEBRATION BANK Contracting Party's credit worthiness, except where the proposed CELEBRATION BANK Contracting Party possesses a banking licence or is subject to capital adequacy requirements; or
        5. the proposed CELEBRATION BANK Contracting Party is one in which CELEBRATION BANK Holdings PLC (or one of its subsidiary companies, or a subsequent holding or subsidiary company of such entity) holds less than fifty percent (50%) of the shares, pursuant to sub-section (2) of the definition of CELEBRATION BANK Group Member.
      1. The Local Services Agreement shall incorporate the relevant agreed elements of the specific requirements of the In-Scope Country together with other requirements necessary for compliance with local mandatory laws and/or to allow the parties to take into account local taxes only. For the avoidance of doubt and without limitation, the Supplier undertakes to enter into or procure one of the Supplier Affiliates (i) enters into Local Services Agreements in respect of the relevant countries listed in the Transition Plan and (ii) if necessary, effects such amendments to those Local Services Agreements so as to incorporate the scope of Services envisaged by this Global Services Agreement.
      2. The Supplier acknowledges and accepts that the Services are or may (in each case, at the direction of CELEBRATION BANK ) be provided to or for the benefit of:
         1. the CELEBRATION BANK Group Members; and
         2. those third parties that the parties agree in writing will receive the Services,

together, the **"Service Recipients"**. Such Service Recipients shall have the benefit of the rights, including but not limited to licences, (subject to any applicable obligations) of CELEBRATION BANK under the Global Services Agreement and Local Services Agreement(s).

* + - 1. Each Local Services Agreement, upon execution, constitutes a separate legal agreement between the CELEBRATION BANK Contracting Party and the Supplier

Contracting Party in relation to the particular transaction for the provision of Services and Deliverables described therein, incorporating by reference all of the provisions of this Global Services Agreement save as may expressly be agreed to the contrary in such Local Services Agreement. Accordingly, to the extent this Global Services Agreement is incorporated within a Local Services Agreement (excluding, however, those provisions which by their context are intended to apply solely to the operation of this Global Services Agreement and not an individual Local Services Agreement) all references in the Global Services Agreement to "the Supplier" shall, in respect of that Local Services Agreement, be deemed to be references to the Supplier Contracting Party, as appropriate and with all references in this Global Services Agreement to "CELEBRATION BANK " being deemed, in respect of that Local Services Agreement, to be references to the CELEBRATION BANK Contracting Party, as appropriate. PRO International, Inc. as signatory to the Global Services Agreement shall however remain jointly and severally liable for all liabilities of each of the Supplier Contracting Parties arising in connection with each Local Services Agreement.

* + - 1. For clarity, whilst HGSU is defined as being CELEBRATION BANK under this Global Services Agreement, HGSU is not CELEBRATION BANK for the purposes of any Local Services Agreement (unless it has specifically entered into that Local Services Agreement) and is not responsible for any obligations or liabilities owed by any CELEBRATION BANK Contracting Party.
      2. The parties hereby expressly confirm their understanding that Local Services Agreements are not intended to act as an opportunity for the parties to re-open negotiations regarding issues agreed between them by way of the signature of this Global Services Agreement, and that the only changes to this Global Services Agreement which shall be made via such Local Services Agreements shall be those necessitated by law, regulation or custom in the relevant jurisdiction, or which are necessitated by any differences in the scope or nature of the Services being provided in such jurisdiction.
    1. Transition

The parties shall comply with their respective obligations in schedule 15 (*Transition*).

* + 1. Service Standards
       1. The Supplier shall perform its obligations under the Global Services Agreement and each Local Services Agreement in accordance with (and shall, in particular, provide and ensure the Services and the Deliverables comply with):
          1. the terms of the Global Services Agreement;
          2. the terms of any applicable Local Services Agreement (including the relevant terms of the Global Services Agreement incorporated by reference in to the applicable Local Services Agreement);
          3. CELEBRATION BANK 's reasonable instructions;
          4. clause 4.8;
          5. Good Industry Practice; and
          6. the applicable CELEBRATION BANK Policies and Procedures, including in all cases those policies and procedures detailed in schedule 7 (*CELEBRATION BANK Policies*).
       2. The Supplier shall, at all times, provide each Service for which a Service Level has been agreed to achieve or exceed the applicable Service Levels. The parties shall comply with their respective obligations in schedule 2 (*Outcomes, Service Levels and Service Credits*).
       3. Where a standard of performance is not otherwise set out in the Global Services Agreement or any Local Services Agreement by virtue of clauses 4.4.1 and 4.4.2, the Supplier shall ensure that the Services and Deliverables are of satisfactory quality and reasonably fit for the purpose for which they are supplied.
       4. Where CELEBRATION BANK is reliant on the expertise of the Supplier or any Supplier Personnel in providing professional advice (including recommendations as to how the Services and Deliverables are provided), such advice shall be given in an impartial, informed and independent manner and in the best interests of CELEBRATION BANK .
       5. As part of the Services, the Supplier shall provide:
          1. any services, functions and responsibilities (including any incidental service, functions or responsibility) not specified in the Local Services Agreement but reasonably required for the proper performance and provision of the Services;
          2. those services, functions and tasks that any outgoing services provider (to the extent related to the scope of the Services) and/or CELEBRATION BANK 's in house team provided in the twelve (12) months prior to the relevant Go Live Date;
          3. any assistance reasonably required by CELEBRATION BANK , an CELEBRATION BANK Group Member and/or their provider(s) of goods and/or services and any other third parties; and
          4. any information relating to the manner of performance of the Services including the outsourced function, as required by CELEBRATION BANK .
       6. Without prejudice to clause 4.5, where, after the relevant LSA Effective Date, CELEBRATION BANK notifies the Supplier of, or the Supplier becomes aware of (via CELEBRATION BANK 's intranet):
          1. an CELEBRATION BANK Policy and Procedure; or
          2. a reasonable instruction (pursuant to clause 4.4.1.3),

in either case, of which CELEBRATION BANK had not notified the Supplier or of which the Supplier could not reasonably have been expected to be aware prior to the relevant LSA Effective Date, the Supplier may notify CELEBRATION BANK , in advance of complying with such CELEBRATION BANK Policy and Procedure or instructions, if compliance with such reasonable instructions will, or is likely to, involve a material increase

(when viewed in the context of a single change or instruction or cumulatively with other changes and instructions) in the Supplier's costs of providing the Services and in doing so shall provide details of the likely costs to be incurred. Unless CELEBRATION BANK notifies the Supplier that it does not wish the Supplier to comply with the CELEBRATION BANK Policy and Procedure or reasonable instructions, the Supplier shall promptly comply with such CELEBRATION BANK Policy and Procedure and / or reasonable instructions and any additional Charges payable to the Supplier for such compliance shall be agreed via the Change Control Procedure. For clarity, this clause 4.4.6does not apply to any local CELEBRATION BANK Policies and Procedures or CELEBRATION BANK standard operating procedures that exist as at the LSA Effective Date.

* + - 1. The Standard Operating Procedures once agreed (and subject to any Changes thereto) shall take precedence over the CELEBRATION BANK standard operating procedures. The Supplier will comply with the CELEBRATION BANK standard operating procedures and, once agreed, the Standard Operating Procedures that have replaced the relevant CELEBRATION BANK standard operating procedures (and any Changes thereto).
    1. Due Diligence
       1. The Supplier acknowledges that it has conducted due diligence in relation to the Services and its obligations under the Global Services Agreement and Local Services Agreements relating to the In-Scope Countries prior to the relevant Effective Date.
       2. The Supplier acknowledges and agrees that it has entered into the Global Services Agreement and Local Services Agreements in reliance on its own due diligence, alone and in entering into the Global Services Agreement and those Local Services Agreements has not relied on any representation, warranty, condition or other term, express or implied statutory or otherwise (including as to condition, quality, performance or fitness for purpose), save for those expressly provided in the Global Services Agreement and Local Services Agreement and those which cannot be prohibited by law.
       3. CELEBRATION BANK shall not be liable to the Supplier in respect of any failure to disclose or make available to the Supplier any information, documents or data, nor any failure to inform the Supplier of any inaccuracy, error, omission, defects or inadequacy in any information, document or data provided by CELEBRATION BANK prior to the relevant Effective Date.
    2. Improvement Plan
       1. Without prejudice to any other obligations of the Supplier under the Global Services Agreement and Local Services Agreements (including to deliver any Productivity Rate or any Continuous Improvement Plan), the Supplier shall produce an annual plan for discussion with CELEBRATION BANK relating to the improvement of the quality and efficiency of the Services and potential opportunities to reduce the Charges (without adversely affecting the Services or Service Levels or detracting from their overall performance) (**"Improvement Plan"**).
       2. The Improvement Plan shall cover the following at a minimum:
          1. proposals for refreshing the Supplier's technology and identifying the emergence of new and evolving technologies and business processes which could improve the Services; and
          2. realisable savings opportunities (both shorter term and longer term) along with sensible plans that simply require CELEBRATION BANK 's agreement to enable execution, showing how such opportunities will or can be delivered.
       3. The parties shall discuss the Improvement Plan, and once approved by CELEBRATION BANK and mutually agreed via the Change Control Procedure, the Improvement Plan shall be implemented by the Supplier.
    3. Off Shoring

The Supplier may only provide the Services from the Approved Locations. Any change to the Approved Location must be agreed in writing by CELEBRATION BANK , such approval not to be unreasonably withheld or delayed. For clarity, any proposed change that affects the location of CELEBRATION BANK Data or may expose CELEBRATION BANK to regulatory oversight or cause CELEBRATION BANK to be non- compliant with Regulatory Requirements may be refused by CELEBRATION BANK and such refusal shall be deemed to be reasonable.

* + 1. Compliance with Applicable Laws
       1. The Supplier shall possess all necessary authorisations, permissions, licences or similar which are necessary in order to provide the Services, and shall ensure that such authorisations, permissions, licences or similar are maintained for the duration of the Global Services Agreement and relevant Local Services Agreement.
       2. Subject to clause 4.8.3, the Supplier shall at all times comply, and shall ensure the Services and outputs of the Services comply and enable CELEBRATION BANK and CELEBRATION BANK Group Members to comply, with (i) all Supplier Applicable Laws and (ii) all CELEBRATION BANK Applicable Laws and Regulatory Requirements, to the extent that CELEBRATION BANK has set out the requirements in relation to those CELEBRATION BANK Applicable Laws and Regulatory Requirements (insofar as they form part of CELEBRATION BANK Applicable Laws) in the Global Services Agreement, Local Services Agreement and/or has otherwise notified the Supplier in writing of such CELEBRATION BANK Applicable Laws from time to time.
       3. Without prejudice to the Supplier's obligations to comply with Supplier Applicable Law:
          1. it is not the Supplier's responsibility to ensure that the activities forming part of the Operational Services described in the Standard Operating Procedures will enable CELEBRATION BANK to comply with Applicable Laws relating to those activities;
          2. the Supplier will not be in breach of this Global Services Agreement or the Local Services Agreements where such breach is a direct consequence of the activities forming part of the Operational Services within the Standard Operating Procedures not complying with Applicable Laws and/or Regulatory Requirements; and
          3. the Supplier is not obliged to update the activities forming part of the Operational Services contained in the Standard Operating Procedures in order to maintain compliance with Applicable Laws and/or Regulatory Requirements. Where instructed by CELEBRATION BANK the Supplier will however promptly comply with any required changes to the Standard Operating Procedures, the costs of which (if any) shall be dealt with under clause 4.4.6 and if the Supplier has any concerns with its ability to comply with such instructions it shall immediately notify the Head of Procurement BPO.
       4. The Supplier shall:
          1. notify CELEBRATION BANK immediately on becoming aware of any breach or suspected breach by the Supplier or any Sub Contractor, of clauses 4.8.1 and 4.8.2 or of any act or omission that might put CELEBRATION BANK or any CELEBRATION BANK Group Member in breach of Applicable Laws, provide CELEBRATION BANK and other relevant CELEBRATION BANK Group Members with such assistance as they may require to investigate such allegations and correct any breach, and on CELEBRATION BANK 's request, do all such things as are reasonable at the Supplier's own cost in order to minimise the impact of such breach; and
          2. not do or omit to do anything that would cause CELEBRATION BANK or any other CELEBRATION BANK Group Member to be in breach of any Applicable Laws, including all CELEBRATION BANK Applicable Laws, to the extent that CELEBRATION BANK has set out the requirements in relation to those CELEBRATION BANK Applicable Laws in the Global Services Agreement and/or Local Services Agreement.
       5. Each party shall notify the other party of any change in its circumstances which may affect its regulatory obligations and will impact its obligations under this Global Services Agreement or a Local Services Agreement. In particular, the Supplier shall advise CELEBRATION BANK in writing immediately upon becoming aware of any development that any authorisation, licence or permission is, or is likely to be, terminated, suspended or made subject to conditions which impact or may impact or prevent the carrying out legally of any activities contemplated by the Global Services Agreement and any Local Services Agreement.
    2. Notification Requirements

The Supplier shall inform CELEBRATION BANK 's Head of Procurement BPO, in writing, immediately on becoming aware of the following:

* + - 1. the Supplier receives or has imposed on it by any Regulatory Authority or other competent authority, any regulatory notice, notice of pending or threatened investigations, requirements, penalty notices, legal proceedings, enforcement notice or any similar action as a result of any act or omission by the Supplier, its employees, Sub Contractor, agent or partner that does or could affect:
         1. the Global Services Agreement, Local Services Agreement or the Services;
         2. the operations and/or facilities used to provide the Services;
         3. CELEBRATION BANK 's dealing with the relevant Regulatory Authority; and/or
         4. CELEBRATION BANK 's overall relationship with the Supplier;
      2. there has been any material breach of the Global Services Agreement and/or a Local Services Agreement by the Supplier;
      3. there has been any material breach of any Regulatory Requirements in connection with the Global Services Agreement and/or a Local Services Agreement by the Supplier;
      4. any event has occurred or is more likely than not to occur that may prevent the Supplier from materially fulfilling its obligations (including providing the Services in accordance with the Service Levels) under the Global Services Agreement and/or a Local Services Agreement;
      5. if applicable, the Supplier is notified by the PRA and/or the FCA that the PRA and/or the FCA is not to provide full authorisation to the Supplier to perform any activities under the Global Services Agreement and/or a Local Services Agreement;
      6. if applicable, the Supplier has failed to apply to the PRA and/or the FCA for full authorisation within the required timescales as notified to the Supplier by the PRA and/or the FCA;
      7. there is a change in the Controlling Interest of the Supplier or any Supplier Contracting Party;
      8. any orders for the administration, bankruptcy, dissolution, insolvency, liquidation, receivership, or winding up of the Supplier;
      9. any variation (whether voluntary or otherwise) of the scope of any authorisation, permission, licence or similar required by the Supplier which will detrimentally impact the Supplier's ability to provide the Services;
      10. the Supplier is the subject of: (i) any actions, suits, proceedings before any court or administrative body or arbitration tribunal; and/or (ii) any investigations by any Regulatory Authority, and in respect of both (i) and

(ii) which would detrimentally affect the provision of the Services; or

* + - 1. circumstances arising that mean that any of the matters in clause 4.9.1 to clause 4.9.10 are, if assessed by a reasonable person, more likely than not to occur.
    1. Conflicts of Interest
       1. The Supplier shall use its Best Endeavours to avoid Conflicts of Interest arising. If a Conflict of Interest does arise then, without prejudice to CELEBRATION BANK 's other rights under the Global Services Agreement and Local Services Agreements, the Supplier shall minimise the impact and address the circumstances giving rise to the Conflict of Interest.
       2. Without prejudice to its general obligations in clause 4.10.1 above, the Supplier shall ensure that it implements the processes and controls agreed

between the parties promptly following the GSA Effective Date (**"Conflict of Interest Requirements"**) to identify, minimise, mitigate and address any Conflict of Interest that is likely to or does arise in the performance of its obligations under the Global Services Agreement and/or Local Services Agreements. If any Conflict of Interest might or does arise, the Supplier will notify CELEBRATION BANK promptly upon becoming aware of the Conflict of Interest and follow CELEBRATION BANK 's reasonable instructions in relation to it. Where the Conflict of Interest arises in respect of: (i) the Operational Sourcing Services or the Source to Contract Engine Services, the Supplier shall notify the stakeholder and relevant GCM, whereby either of them may impose conditions on the Supplier's or the Supplier Affiliates' involvement in the bidding process, which the Supplier shall comply with; or (ii) a single source / non-competitive procurement situation, the Supplier shall notify the relevant GCM, following which the GCM shall determine the degree of GCM's involvement in the process so as to mitigate any concerns relating to a Conflict of Interest and the Supplier shall comply with any such determination.

* + - 1. Following the identification of an actual or potential Conflict of Interest, CELEBRATION BANK may without limitation require:
         1. additional submission(s) to CELEBRATION BANK 's challenge board; and/or
         2. increased oversight and involvement of the GCM in the relevant activity; and/or
         3. increased Supplier reporting requirements and governance; and/or
         4. the Supplier to permit CELEBRATION BANK and/or its nominated representative to perform the relevant Service / activity,

in each case, at no additional cost to CELEBRATION BANK , unless otherwise agreed by the parties.

* + - 1. Without prejudice to the Dispute Resolution Procedure, where CELEBRATION BANK believes a breach of the Conflict of Interest Requirements and/or this clause 4.10 has occurred or is likely to occur, the parties shall refer the matter to the Executive Sponsors, who shall meet in order for the Supplier to explain and provide all relevant information on the issue in order for CELEBRATION BANK to be able to determine whether or not such breach has occurred (**"Expedited Dispute Resolution Procedure"**).
      2. If CELEBRATION BANK reasonably determines that the Supplier has awarded itself, any of the Supplier Affiliates or any other entities connected with it (and from such entity the Supplier or a Supplier Affiliate generates financial benefit), an order for goods or services, whether via the award of a new contract or an extension to an existing contract, in breach of the Conflicts of Interest Requirements and/or this clause 4.10 (a **"Wrongfully Awarded Contract"**) and the parties are unable to resolve the issue via the Expedited Dispute Resolution Procedure (provided that the Supplier shall be liable for any incremental costs incurred by CELEBRATION BANK in relation to the Wrongfully Awarded Contract as a result of delaying action whilst the Expedited Dispute Resolution Procedure was on-going), CELEBRATION BANK may:
         1. irrespective of the terms of the Wrongfully Awarded Contract, terminate the Wrongfully Awarded Contract on immediately effective notice and without payment of any termination fees and the Supplier will reimburse CELEBRATION BANK for the reasonable costs of termination (including any termination payments and termination assistance costs), of selecting, procuring and implementing an alternative contract and the incremental costs of operating an alternative contract. The Supplier shall procure that the Supplier Affiliate or entity connected with it, as applicable, shall not reject, object to or otherwise challenge in any way CELEBRATION BANK 's termination of the relevant Wrongfully Awarded Contract, whether or not the relevant contract terms contain a right of termination for CELEBRATION BANK in such circumstances and indemnify and hold CELEBRATION BANK and the CELEBRATION BANK Group Members harmless against all Losses arising as a result of such termination; and/or
         2. reduce the charges payable to the Supplier, Supplier Affiliate or connected entity (as relevant) under the Wrongfully Awarded Contract by an equitable amount as is proportionate to reasonably reflect the disadvantage suffered by CELEBRATION BANK as a result of the award.
      3. clause 4.10.5 shall not apply where the Supplier has awarded a Wrongfully Awarded Contract as a consequence of following a direct instruction from CELEBRATION BANK 's country head of procurement, where the Supplier could not reasonably have been expected to know that following that instruction would give rise to a Conflict of Interest to which the Conflict of Interest Requirements ought to have applied.
      4. Subject to clause 4.10.8, if the parties are unable to agree on the resolution of a Conflict of Interest or the Supplier does not resolve the Conflict of Interest to CELEBRATION BANK 's reasonable satisfaction, either party may refer the matter for determination under the Dispute Resolution Procedure.
      5. Where CELEBRATION BANK determines that the Supplier has taken action in respect of the Conflict of Interest to cause more than a trivial detriment to CELEBRATION BANK or an CELEBRATION BANK Group Member, then CELEBRATION BANK shall provide reasonable evidence of the detriment suffered and the Executive Sponsors shall discuss any potential termination by CELEBRATION BANK of the affected Local Services Agreement (provided this shall not also require CELEBRATION BANK to participate in any form of alternative dispute resolution or court proceedings prior to exercising its rights under the remainder of this clause 4.10.8). If, following such escalation, the parties have not agreed on a particular course of action other than termination of the Local Services Agreement, CELEBRATION BANK may terminate the affected Local Services Agreement either: (i) on immediately effective notice and without any liability to either party (other than in respect of schedule 3 (*Charges and Payments*) (excluding, subject to clause 24.3, any obligation to pay the Termination Fees) and pursuant to schedule 8 (*Personnel*)); or (ii) if applicable, pursuant to clause 23.2.2.1.
    1. CELEBRATION BANK Premises and CELEBRATION BANK Systems
       1. The Supplier shall be responsible for providing everything set out in the Global Services Agreement or relevant Local Services Agreement and as otherwise required to perform the Services save to the extent that CELEBRATION BANK

has agreed to provide or make available any premises, assets or facilities as set out expressly in schedule 14 (*CELEBRATION BANK Responsibilities*).

* + - 1. CELEBRATION BANK will allow, to persons it has duly authorised, such access on a non- exclusive basis, to the Licensed CELEBRATION BANK Premises as is reasonably required for the purpose of providing the Services. The Supplier will adhere to any authorisation procedures in respect of this access required by CELEBRATION BANK from time to time. The Supplier shall use such rights of access for the purposes only of providing the Services set out in the Global Services Agreement and applicable Local Services Agreement. The Supplier's right of access shall terminate automatically upon termination or expiry of the relevant Local Services Agreement to which such access relates, or (if earlier) when such access ceases to be required to provide the Services.
      2. The Supplier shall not (and shall procure that the Supplier Affiliates shall not) do anything which might directly cause any breach of the terms of any lease or other terms under which an CELEBRATION BANK Group Member is entitled to occupy the Licensed CELEBRATION BANK Premises (where those terms have been disclosed to the Supplier by the relevant CELEBRATION BANK Group Member) and shall comply with all CELEBRATION BANK site regulations provided to the Supplier in advance.
      3. The Supplier shall be liable to CELEBRATION BANK and each other relevant CELEBRATION BANK Group Member, pursuant to the terms of the Global Services Agreement and Local Services Agreement, in respect of all Losses arising from:
         1. any breach in respect of the terms referred to in clause 4.11.3;
         2. any failure by the Supplier to comply with CELEBRATION BANK site regulations; and/or
         3. any damage to the Licensed CELEBRATION BANK Premises and their contents caused by persons entering the Licensed CELEBRATION BANK Premises,

and each Supplier Contracting Party shall likewise indemnify its counterpart CELEBRATION BANK Contracting Party and CELEBRATION BANK Group Members in respect of its acts and omissions within the scope of subclauses 4.11.4.1 to 4.11.4.3 above, where arising in the context of a particular Local Services Agreement.

* + - 1. Access to the Licensed CELEBRATION BANK Premises will be subject to the Supplier's compliance with clause 4.11.3 and CELEBRATION BANK reserves the right to exclude any person from the Licensed CELEBRATION BANK Premises in the event of an actual or threatened breach of such clause. For the avoidance of doubt, the Supplier shall not have exclusive possession of any portion of any part of the Licensed CELEBRATION BANK Premises and the CELEBRATION BANK Contracting Party reserves the right to require the Supplier to move to reasonable alternative areas.
      2. The CELEBRATION BANK Contracting Party will allow persons it has duly authorised such use, on a non-exclusive basis, of Licensed CELEBRATION BANK Systems as is agreed between the parties as being reasonably required for the purpose of providing the Services. Authorisation procedures in respect of this use will be agreed between the parties from time to time. The Supplier and Supplier Affiliates will use Licensed CELEBRATION BANK Systems for the purpose of providing the Services only. The Supplier's and Supplier Affiliates' right to use shall terminate automatically upon termination or expiry of the relevant Local

Services Agreement to which such use relates, or (if earlier) when such use ceases to be required to provide the Services.

* + - 1. The Supplier shall (and shall procure that the Supplier Affiliates shall) use Licensed CELEBRATION BANK Systems with reasonable skill and care and in accordance with any terms and conditions in respect of the usage provided to Supplier, and shall indemnify and keep indemnified CELEBRATION BANK and each other CELEBRATION BANK Group Member from and against all Losses directly arising from the Supplier or any Supplier Affiliate or any of the Supplier Personnel using the Licensed CELEBRATION BANK Systems in breach of this clause 4.11.7.
      2. The Supplier will not load or use on any CELEBRATION BANK or CELEBRATION BANK Group Member's computer equipment or systems any software, data or other materials, other than as expressly permitted in the Global Services Agreement, a Local Services Agreement or as otherwise provided or approved in writing by CELEBRATION BANK or the relevant CELEBRATION BANK Group Member.
    1. Hardware

Without prejudice to the Supplier's obligations under the Global Services Agreement and/or a Local Services Agreement, including in respect of Key Metrics and KPIs, the Supplier warrants that all hardware provided or made available by or on behalf of the Supplier, if any, will in circumstances when the hardware is created by the Supplier be free from defects in material and workmanship and in circumstances when the hardware is created by a third party the Supplier shall use reasonable endeavours to pass on the benefit of any warranties provided to it in respect of such hardware by such third party.

* + 1. Project Library and Procedures Manual
       1. The Supplier shall maintain a complete and up to date set of Documentation in the Project Library which shall be directly accessible by CELEBRATION BANK in a form which enables CELEBRATION BANK to review, interrogate, print and copy the content stored in the Project Library. All Documentation to be included in the Project Library must be included promptly and in any event within thirty (30) days of the creation or acquisition of the same.
       2. Failure by the Supplier to maintain the Project Library in accordance with this clause 4.13 shall be deemed to be a curable material breach of the relevant Local Services Agreement by the Supplier.
       3. CELEBRATION BANK Group Members, Successor Suppliers and any other person duly authorised by CELEBRATION BANK shall have full rights of access to the Project Library and the Documentation at all times during the relevant LSA Term for the purpose of assisting members of CELEBRATION BANK and other CELEBRATION BANK Group Members in connection with the Services and any matter relating to the relevant Local Services Agreement, including its expiry, termination, or any reorganisation, evaluation or retender of any or all of the Services. The Supplier shall, from time to time and on the expiry or termination of the relevant Local Services Agreement, provide CELEBRATION BANK with a complete and up to date copy of the Project Library in electronic and hardcopy form to the extent this cannot be readily obtained by CELEBRATION BANK from the version on the CELEBRATION BANK System.
       4. The Supplier shall, within one (1) month of the first LSA Effective Date, produce a draft Procedures Manual. The Supplier shall maintain version control in relation to the Procedures Manual and any documents, forms or templates set out in it and shall include the Procedures Manual in the Project Library.
       5. The Supplier shall regularly, and at least on a Calendar Quarterly basis, review the Procedures Manual and shall propose to CELEBRATION BANK any updates or other changes which the Supplier identifies as necessary or desirable to ensure that the Procedures Manual always reflects the then current Services. Such changes shall be reviewed and, if approved by CELEBRATION BANK , shall be incorporated in the Procedures Manual as soon as reasonably practical.
       6. The Procedures Manual is not a waiver or variation to the Global Services Agreement or a Local Services Agreement and shall not constitute any direction or instruction from CELEBRATION BANK to the Supplier under or in connection with this Global Services Agreement or a Local Services Agreement that the Supplier or a Supplier Affiliate should perform the Services in any particular manner.
       7. Subject to clause 4.4, the Supplier and Supplier Affiliates shall perform their obligations in accordance with the Procedures Manual.
    2. Changes

The parties shall comply with schedule 5 (*Change Control Procedure*) in order to effect a Change to the Global Services Agreement or a Local Services Agreement or any Operational Changes.

* + 1. Governance

The parties shall comply with schedule 9 (*Governance*).

* + 1. Personnel and Employment

The parties shall comply with schedule 8 (*Personnel*).

## WARRANTIES

* + 1. The Supplier hereby warrants and represents to CELEBRATION BANK that:
       1. it has and will have for the Term and each LSA Term full capacity and authority:
          1. to enter into this Global Services Agreement and any Local Services Agreement; and
          2. to perform the relevant obligations as set out in the Global Services Agreement and any Local Services Agreement; and
       2. as of each Effective Date, there are no:
          1. actions, suits or proceedings pending or, to its knowledge, threatened against or affecting it before any court or administrative body or arbitration tribunal; or
          2. investigations by any Regulatory Authority pending or, to its knowledge, threatened against or affecting it,

that would detrimentally affect the provision of the Services.

* + 1. The Supplier warrants that, without prejudice to its general obligations in clause 4.4, the Supplier Personnel shall complete all necessary learning requirements in accordance with the CELEBRATION BANK Policies and Procedures.
    2. In the event of breach of any warranty, and without prejudice to CELEBRATION BANK 's other rights and remedies under the Global Services Agreement or relevant Local Services Agreement, the Supplier undertakes promptly to remedy the breach without charge.

## CHARGES AND PAYMENTS AND BENCHMARKING

* + 1. The parties shall comply with schedule 3 (*Charges and Payments*) and schedule 4 (*Benchmarking*).

## CONFIDENTIAL INFORMATION

* + 1. The Supplier shall and will procure that all Supplier Personnel and all Supplier Affiliates and its and their respective employees, agents and contractors will, and CELEBRATION BANK and each CELEBRATION BANK Contracting Party shall and will procure that its and their respective employees, agents and contractors will:
       1. keep confidential all Confidential Information;
       2. not disclose or transfer (directly or indirectly) to any third party (other than as permitted hereunder) any Confidential Information; and
       3. not use (including by making unnecessary copies), other than as strictly necessary for the performance of the Global Services Agreement and a Local Services Agreement, any Confidential Information.
    2. Notwithstanding clause 7.1 but subject to clause 7.3, the Supplier may disclose CELEBRATION BANK 's Confidential Information to the Supplier Affiliates and the Supplier Affiliates' directors and employees and any Sub Contractor or other third party who are directly involved in, and need to know such Confidential Information for the purpose of, the performance of its obligations under the Global Services Agreement and the Local Services Agreements, provided however that the Supplier notifies all other recipients of the confidential nature of the information and the obligation to maintain such confidentiality under terms equivalent to those set out herein.
    3. The Supplier shall ensure that the directors, employees, Sub Contractors and third parties described in clause 7.2 are aware of the confidential nature of the information. The Supplier shall further impose upon the directors, employees, Sub Contractors and third parties, and procure compliance with, confidentiality obligations which are substantially the same or no less stringent as those which are set out in this clause 7 except that disclosure by those Sub Contractors or other third parties shall be prohibited.
    4. CELEBRATION BANK shall only disclose the Supplier's Confidential Information to those of its or the CELEBRATION BANK Group Members' employees, directors, agents and contractors who need to know such information for the purposes of fulfilling their role and function within the organisation.
    5. Notwithstanding clause 7.1, CELEBRATION BANK and/or an CELEBRATION BANK Group Member and/or the Service Recipients may use the Supplier's Confidential Information to the extent necessary to enable it to gain the benefit of the Global Services Agreement and Local Services Agreements (including licences and ownership rights granted to it under the Global Services Agreement and Local Services Agreements), and may disclose the Supplier's Confidential Information to CELEBRATION BANK 's or a CELEBRATION BANK Group Member's other service and goods providers to the extent reasonably required to enable them to provide their services and goods to CELEBRATION BANK and/or an CELEBRATION BANK Group Member and/or the Service Recipients, provided however that CELEBRATION BANK shall either: (i) permit the Supplier to put in place confidentiality obligations no less and no more onerous than this clause 7 with the relevant recipient; or (ii) ensure recipients of the Supplier's Confidential Information are bound by confidentiality obligations which are no less onerous than those set out in this clause 7.
    6. The Recipient's obligations under this clause 7 will not extend to Confidential Information which:
       1. at the time of disclosure was in the public domain or subsequently enters in to the public domain other than as the direct or indirect result of a breach of the Global Services Agreement or Local Services Agreement by the Recipient or any Recipient Party; or
       2. the Recipient can prove:
          1. has been received by the Recipient at any time from a third party who did not acquire it in confidence; or
          2. was independently developed by the Recipient or a Recipient Party without recourse to the Confidential Information of the other or without any breach of the Global Services Agreement or Local Services Agreement.
    7. Nothing in the Global Services Agreement or Local Services Agreement shall prevent disclosure of another party's Confidential Information where such disclosure is required by Applicable Law or Regulatory Requirement, or any governmental or Regulatory Authority, recognised stock exchange or court of competent jurisdiction. The party required to make the disclosure shall, where practicable and/or permissible, give the party whose Confidential Information is to be disclosed notice of the disclosure, and reasonable assistance if that party wishes to challenge the requirement to make the disclosure.
    8. To the extent that CELEBRATION BANK 's Confidential Information is no longer required by the Supplier to enable the Supplier to perform its obligations under the Global Services Agreement and the Local Services Agreements, the Supplier shall (and shall procure that its directors, employees, Sub Contractors and other relevant third parties shall) either return such Confidential Information together with any copies, notes, transcriptions or records of the information in its control, power or possession, to CELEBRATION BANK immediately upon demand or (at CELEBRATION BANK 's option) destroy it and provide written

certification that it has done so, as signed by a duly authorised representative of the Supplier.

* + 1. The Supplier shall not (except as permitted under the Global Services Agreement and Local Services Agreement(s)):
       1. subject to clause 7.2, disclose or permit disclosure of any details (including the existence) of the Global Services Agreement and any Local Services Agreement to any third party;
       2. disclose that CELEBRATION BANK is its client to any third party; or
       3. use CELEBRATION BANK 's name or brand in any promotion or marketing or announcement of orders,

without having first obtained the prior written consent of CELEBRATION BANK .

## DATA PROTECTION

* + 1. The terms "Process/Processing", "Controller", "Data Subject", "Member State", "Processor" and "Personal Data" shall have the same meaning as under Data Protection Laws.
    2. The Supplier shall comply with the Data Protection Addendum and, in particular, shall Process all CELEBRATION BANK Personal Data it receives in relation to this Global Services Agreement and any Local Services Agreement in accordance with schedule 20 (*Data Protection Addendum*) to this Global Services Agreement.
    3. CELEBRATION BANK shall comply with its obligations set out in the Data Protection Addendum.
    4. CELEBRATION BANK retains all rights, title and interest in and to the CELEBRATION BANK Personal Data including any amendments or alterations to such data made by the Supplier or on the Supplier's behalf.
    5. CELEBRATION BANK warrants that it complies with, and will continue to comply with its obligations as a Controller for the Personal Data.
    6. The Supplier warrants that it complies with, and will continue to comply with its obligations as a Processor for the Personal Data.
    7. The Supplier shall indemnify and keep indemnified CELEBRATION BANK and all relevant CELEBRATION BANK Group Members from and against, all Losses incurred by or awarded against CELEBRATION BANK and all relevant CELEBRATION BANK Group Members as a result of any breach of this clause 8 by the Supplier and any sub-processor it engages. Without prejudice to the foregoing or to any other rights or remedies of CELEBRATION BANK in the event of any breach of this clause 8 or schedule 20 (*Data Protection Addendum*) caused by the Supplier, the Supplier undertakes to promptly to remedy the breach (or the circumstances giving rise to the breach) without charge and at no additional cost to CELEBRATION BANK .

## INFORMATION SECURITY

* + 1. The Supplier undertakes to comply with industry best information security practices comparable with the ISO/IEC 27000 Series in connection with the performance of its obligations under this Global Services Agreement and the Local Services Agreements.

The Supplier shall seek certified compliance with any other standards with which it is required to comply pursuant to the Local Services Agreements.

* + 1. The Supplier will provide to CELEBRATION BANK its information security measures for the Services. CELEBRATION BANK shall review the Supplier's information security policy and shall identify any discrepancies between the Supplier's security controls (or those that the Supplier has established with any Sub Contractor) and those required by CELEBRATION BANK together with the required remedial actions. CELEBRATION BANK and the Supplier shall agree in good faith the remedial actions recommended by CELEBRATION BANK and the timescales for remediation, save that the Supplier shall not be entitled to additional costs in this regard. On completion of the remedial actions to the reasonable satisfaction of CELEBRATION BANK , CELEBRATION BANK shall validate the Supplier's information security policy as satisfactory (**"Validated Information Security Policy"**). If the Supplier is unable to implement any remedial actions reasonably required by CELEBRATION BANK in accordance with this clause 9.2 or clause 9.4 within the relevant agreed timescales, CELEBRATION BANK may terminate the relevant Services and/or the relevant Local Services Agreement on written notice, and, subject to clause 24.3, without liability. If the Supplier does not implement remedial actions agreed between the parties pursuant to this clause 9.2 or clause 9.4, CELEBRATION BANK may terminate the relevant Services or the relevant Local Services Agreement pursuant to clause 23.2.2.1.
    2. CELEBRATION BANK in its sole discretion and on reasonable notice, may request that the Supplier submit to periodical formal security reviews conducted by CELEBRATION BANK (and procure that the same is undertaken by the Supplier on any Sub Contractor), to ensure the confidentiality, availability and integrity of all data and information belonging to CELEBRATION BANK or any CELEBRATION BANK Group Member which may be delivered to, generated by or otherwise used or processed by or on behalf of the Supplier, any Supplier Affiliate or Sub Contractor or may otherwise come into the possession or control of the Supplier, any Supplier Affiliate, any Supplier Personnel or Sub Contractor (**"CELEBRATION BANK Information"**), and the Supplier warrants that appropriate security controls agreed with CELEBRATION BANK in the Validated Information Security Policy are operational and effective as at the relevant LSA Effective Date. In the event that CELEBRATION BANK identifies any discrepancies that require remedial action as a result of any periodical security review, CELEBRATION BANK and the Supplier shall agree in good faith any remedial actions recommended by CELEBRATION BANK and the timescales for remediation, and the Supplier warrants that it shall implement the agreed remedial actions. The parties shall discuss any material impact of such remedial action required via the Change Control Procedure, if such remedial action is as a result of any new requirements of CELEBRATION BANK . The Supplier shall not and shall procure that the Supplier, Supplier Affiliates or Sub Contractors do not downgrade the security configuration of any system processing any such CELEBRATION BANK Information without the prior written consent of CELEBRATION BANK .
    3. The Supplier will ensure that it, any Sub Contractor and any relevant Supplier Affiliate implements, follows and maintains appropriate security controls agreed in accordance with the Validated Information Security Policy and any periodical security review, pursuant to clause 9.3.
    4. Without prejudice to the generality of clauses 9.1 to 9.4, the Supplier shall ensure that all CELEBRATION BANK Information is handled, processed and stored at all times, in such a manner as is consistent with the data security controls applicable to such data as agreed in the Validated Information Security Policy and any periodical security review (pursuant to clause 9.3) or such data security controls as may be communicated to the Supplier by CELEBRATION BANK from time to time. The parties shall discuss any material impact of compliance with new data security controls via the Change Control Procedure. The Supplier shall

protect all CELEBRATION BANK Information from corruption and from unauthorised access and interference both while: (i) such CELEBRATION BANK Information is within the possession and/or control of the Supplier, Supplier Affiliates or Sub Contractors; and (ii) it is in transit across a network (whether public or private), if transmission is consistent with the agreed data security controls in the Validated Information Security Policy and any periodical security review pursuant to clause 9.3 for such CELEBRATION BANK Information and such transit is strictly required for the purpose of performing any Services.

* + 1. Without prejudice to the generality of the Supplier's obligation to preserve the confidentiality of the Confidential Information of CELEBRATION BANK and CELEBRATION BANK Group Members and to observe proper information security procedures, the Supplier shall ensure that:
       1. no CELEBRATION BANK Information or any data or information relating to this Global Services Agreement or the Local Services Agreements from which CELEBRATION BANK or any CELEBRATION BANK Group Member could be identified shall be stored or processed on any portable medium or device capable of data storage (including, without limitation, laptops, PDAs, and memory sticks) unless:
          1. such storage is strictly required for the performance of the Supplier's obligations under the Local Services Agreement(s);
          2. the CELEBRATION BANK Information has been encrypted in accordance with the Validated Information Security Policy or as otherwise agreed in any periodical security review pursuant to clause 9.3 and shall adopt the level of protection that is consistent with the classification of CELEBRATION BANK Information in question and the additional risks posed by its transmission and/or storage on a portable medium or device; and
          3. such storage and processing occurs only on the premises of CELEBRATION BANK or an CELEBRATION BANK Group Member or on secure premises of the Supplier and that no such data is resident on such portable devices when they are not on such premises;
       2. it maintains and implements robust and efficient procedures for promptly notifying CELEBRATION BANK of (and managing) any security incidents which relate to the unauthorised disclosure of (or access to) CELEBRATION BANK Information and/or the Supplier's Confidential Information and/or data; and
       3. where CELEBRATION BANK Information is no longer required to be stored or processed in accordance with CELEBRATION BANK 's data retention policy, this Global Services Agreement and the Local Services Agreements, then such CELEBRATION BANK Information shall be securely destroyed or deleted and the Supplier shall thereafter provide CELEBRATION BANK with a certificate evidencing such action.
    2. The Supplier shall ensure that any CELEBRATION BANK Information in its possession or control is appropriately backed-up and shall have in place and shall comply with the provisions of schedule 6 (*Business Continuity*) in respect of the business continuity procedures it shall follow in the event of a failure of, or disruption to, the Supplier's infrastructure.
    3. The Supplier will ensure that any Supplier Personnel who will be entering CELEBRATION BANK premises and/or will have access (remotely or otherwise) to CELEBRATION BANK 's or any CELEBRATION BANK Group Member's systems, data or information shall, unless otherwise agreed by the parties in writing, have been subject to pre-employment screening at least to the standards set out in CELEBRATION BANK 's then-current policy for the screening of personnel

provided by contractors, a copy of which may be obtained from CELEBRATION BANK on request. The Supplier will, following a request from CELEBRATION BANK , provide evidence that the Supplier Personnel have been subject to such screening. Subject to schedule 7 (*CELEBRATION BANK Policies*), additional screening may be requested if Supplier Personnel are to have access to data that is subject to Data Protection Legislation and if so requested the Supplier shall undertake and provide evidence of such additional screening.

* + 1. CELEBRATION BANK reserves the right to visit the Supplier's offices on reasonable prior notice to the Supplier (which may, depending on the circumstances giving rise to the visit, be very short) to carry out such reasonable checks as it deems necessary to ensure that the Supplier is properly fulfilling its information security obligations, as set out in this clause 9.9, in relation to this Global Services Agreement and the Local Services Agreements and may request sight of records and documents held by the Supplier in respect of such obligations. The Supplier shall use all reasonable endeavours to provide for CELEBRATION BANK access to all information, facilities, procedures or other resources (including staff) as it shall reasonably require for the visits described in this clause 9.9. CELEBRATION BANK shall use all reasonable endeavours to minimise the impact of any visits on the Services, and CELEBRATION BANK shall not be entitled to engage a Supplier Competitor for the purposes of the visits described in this clause 9.9.
    2. In the event of any unauthorised use or any misuse of CELEBRATION BANK 's or any other CELEBRATION BANK Group Member's premises, equipment, systems, data or information (including CELEBRATION BANK Information) by the Supplier Personnel, CELEBRATION BANK shall have the right (without prejudice to its other rights) to:
       1. seek adequate compensation for any damage or costs incurred in such instances; and
       2. require that Supplier Personnel in breach of the above cease to be engaged in the delivery of services to CELEBRATION BANK and/or any CELEBRATION BANK Group Members.
    3. The exercise by CELEBRATION BANK of its rights under clause 9.10 shall not relieve the Supplier of its responsibility to perform its obligations under this Global Services Agreement and the Local Services Agreements.
    4. The Supplier hereby acknowledges and agrees that it shall procure that the Supplier Affiliates shall comply with any pre-contractual enquiries and requirements that CELEBRATION BANK or any CELEBRATION BANK Group Member may have.
    5. The Supplier shall ensure that the Supplier Personnel undertake annual information security training (which shall include cybersecurity awareness) and associated assessments.
    6. The Supplier acknowledges and agrees that in the context of any Local Services Agreement it will comply with any additional requirements over and above those described in this clause 9 in relation to data integrity, handling or storage which CELEBRATION BANK may from time to time request, and in respect of which if such requests are not captured in the relevant Local Services Agreement, will be subject to clause 4.4.6.

## INTELLECTUAL PROPERTY Background Intellectual Property

* + 1. All Background IP shall remain vested in that party or the CELEBRATION BANK Group Member or the Supplier Affiliate, as the case may be.

## CELEBRATION BANK Intellectual Property

* + 1. All Intellectual Property Rights in the trade marks and brands of CELEBRATION BANK , any CELEBRATION BANK Group Member or any of their customers shall not be used by the Supplier for any purpose whatsoever without CELEBRATION BANK 's prior written consent (which shall be deemed to be given where any such use is expressly set out in the Global Services Agreement and/or any Local Services Agreements) and then only if used in compliance with CELEBRATION BANK 's brand guidelines or other reasonable written instructions. CELEBRATION BANK may also require the Supplier to enter into a separate Trade Mark Licence in respect of any use of the trade marks and brands of CELEBRATION BANK , any CELEBRATION BANK Group member or their customers. The Supplier shall comply with the terms of any CELEBRATION BANK Trademark Licence entered into.
    2. CELEBRATION BANK grants to the Supplier on an "as is" basis, a non-exclusive, royalty free licence to use, and permit Supplier Affiliates and Sub Contractors to use, the Deliverables and any CELEBRATION BANK Background IP provided to it, solely to the extent reasonably required to perform the Services. In respect of each Local Services Agreement, the licence in this clause 10.3 shall terminate automatically on termination or expiry of the relevant Local Services Agreement.

## Use of System

* + 1. The Supplier grants to CELEBRATION BANK a royalty free, non-exclusive, irrevocable licence to use the System and any Software, hardware or other material provided by or on behalf of the Supplier to the extent necessary to receive the Services during the Term and each LSA Term. CELEBRATION BANK may allow its CELEBRATION BANK Group Members, CELEBRATION BANK and CELEBRATION BANK Group Members' contractors, suppliers, service providers, customers and potential customers to access and use the System and any Software, hardware or other material provided by or on behalf of the Supplier for the above purpose.

## Deliverables

* + 1. Save as provided pursuant to clause 10.1, the Intellectual Property Rights in any Deliverables shall belong to CELEBRATION BANK or, at CELEBRATION BANK 's option, to an CELEBRATION BANK Group Member, as notified by CELEBRATION BANK from time to time. Accordingly, the Supplier hereby irrevocably and absolutely assigns (and will procure that all Supplier Personnel irrevocably and absolutely assign) including by way of present assignment of future rights where applicable and with full title guarantee to CELEBRATION BANK (or such other CELEBRATION BANK Group Member nominated by CELEBRATION BANK ) all Intellectual Property Rights in any Deliverables, other than the Supplier Background IP, for the full duration of such rights (including any extensions and renewals) throughout the world, to the intent that all such Intellectual Property Rights shall belong absolutely to CELEBRATION BANK (or the relevant CELEBRATION BANK Group Member).
    2. The Supplier hereby grants an irrevocable, perpetual, worldwide, royalty free, transferable licence to CELEBRATION BANK to use, copy, modify and adapt (with the right to sub- license such rights) to: (a) CELEBRATION BANK Group Members; (b) those third parties engaged by CELEBRATION BANK or an CELEBRATION BANK Group Member, in connection with their provision of their services; and (c) any customers or potential customers of CELEBRATION BANK or an CELEBRATION BANK Group Member) any Supplier Background IP which is (i) contained within a Deliverable or

(ii) is provided in conjunction with such Deliverables and that is reasonably necessary

to use in order to gain the benefit of the relevant Deliverables, for such purposes for which the relevant Deliverables were provided (to be inferred from the scope of Services).

* + 1. The Supplier shall procure the irrevocable and unconditional waiver of all moral rights (or similar rights) in the Deliverables or otherwise arising in the performance of the Services or, if CELEBRATION BANK so elects, shall procure that any such moral rights (or similar rights) are exercised only as CELEBRATION BANK shall direct.
    2. Subject to clause 10.1, the Supplier shall procure that all Intellectual Property Rights provided or made available to the Supplier and/or CELEBRATION BANK by CELEBRATION BANK 's third party service providers and/or parties engaging with the Supplier when the Supplier is acting on CELEBRATION BANK 's behalf in connection with the Services shall as between the parties belong to CELEBRATION BANK . Accordingly, the Supplier Contracting Party hereby irrevocably and absolutely assigns (and will procure that all Supplier Personnel irrevocably and absolutely assign) including by way of present assignment of future rights where applicable to CELEBRATION BANK (or such other CELEBRATION BANK Group Member nominated by CELEBRATION BANK ) all rights, title and/or interest that it, a Supplier Affiliate or a Sub Contractor possess in such Intellectual Property Rights, for the full duration of such rights (including any extensions and renewals)

## Intellectual Property Warranty

* + 1. The Supplier warrants and represents that: i) the Deliverables shall contain only original work of the Supplier or work in respect of which the Supplier is entitled freely to assign the title or in respect of the Supplier Background IP to grant CELEBRATION BANK the licence granted to it pursuant to the Global Services Agreement and relevant Local Services Agreement; and ii) any Deliverables (including any source code) and Services do not and will not constitute an infringement or misappropriation of any Intellectual Property Rights of any third party and the Supplier shall perform its responsibilities under the Global Services Agreement and the Local Services Agreement(s) in a manner that does not constitute an infringement or misappropriation of any Intellectual Property Rights of any third party and will not expose CELEBRATION BANK or any CELEBRATION BANK Group Member to any third party claims.
    2. The Supplier may use the CELEBRATION BANK Material provided it does so in accordance with the following terms. The Supplier shall:
       1. use the CELEBRATION BANK Material only for the purposes of providing the Services to CELEBRATION BANK pursuant to the terms of the Local Services Agreements;
       2. use the CELEBRATION BANK Material only in the manner prescribed by CELEBRATION BANK from time to time (**"Use Restrictions"**) and notify CELEBRATION BANK of any potential or actual impact of the Use Restrictions on the delivery of the Services or the achievement of the Service Levels by the Supplier;
       3. use the CELEBRATION BANK Material only via the medium set out in the Local Services Agreement or otherwise as reasonably prescribed by CELEBRATION BANK from time to time;
       4. make copies of the CELEBRATION BANK Material only to the extent reasonably required for the Supplier to perform the Services and not modify or adapt the CELEBRATION BANK Material except for amending the process documentation where this forms

part of the Supplier's obligations under the Global Services Agreement or the Local Services Agreement(s) or with CELEBRATION BANK 's prior written consent;

* + - 1. not reverse engineer the CELEBRATION BANK Material; and
      2. not combine, interface or integrate the CELEBRATION BANK Material with any other material (other than as approved by CELEBRATION BANK , in writing, in respect of the Digital Tools).
    1. If the Supplier's use of the CELEBRATION BANK Material infringes a third party's Intellectual Property Rights as a result of a failure on the part of CELEBRATION BANK to obtain the rights necessary for it to grant the right for the Supplier to use the CELEBRATION BANK Material pursuant to clause 10.10 and, as a consequence, a third party claims against the Supplier asserting that use of the CELEBRATION BANK Material by the Supplier constitutes an infringement of that third party's Intellectual Property Rights (a **"CELEBRATION BANK IPR Claim"**), the Supplier shall have the right to claim from CELEBRATION BANK (subject to the normal rules applicable to the recovery of damages):
       1. any damages and costs awarded against the Supplier or any Supplier Affiliate;
       2. any settlement agreed by the Supplier, provided such settlement has been approved in writing in advance by CELEBRATION BANK (acting reasonably); and
       3. costs incurred by the Supplier or any Supplier Affiliate in connection with defending such CELEBRATION BANK IPR Claim,

except to the extent that a CELEBRATION BANK IPR Claim results from the Supplier's or Supplier Affiliate's breach of clauses 10.10.1 to 10.10.6.

* + 1. If an CELEBRATION BANK IPR Claim is made against the Supplier, the Supplier shall:
       1. promptly notify CELEBRATION BANK ;
       2. permit CELEBRATION BANK (acting reasonably) to conduct proceedings, including settlement discussions, in relation to the claim; and
       3. only compromise or settle the CELEBRATION BANK IPR Claim on terms that have been approved in writing by CELEBRATION BANK (such approval not to be unreasonably withheld or delayed).
    2. If the CELEBRATION BANK Materials do constitute an infringement or misappropriation of any Intellectual Property Rights of any third party and CELEBRATION BANK has not procured an alternative or a workaround then to the extent the Supplier is unable to provide the Services as a result of such infringement or misappropriation, it shall constitute a Relief Event.

## Software and Open Source

* + 1. The Supplier warrants and represents that: (a) no Deliverable shall at any time contain, be derived from, use, incorporate, embed, link to, combine with or otherwise include any open source Software; (b) in the event that the Supplier identifies a requirement for open source Software to be contained, used, incorporated, embedded, linked to, combined or included in any Deliverable, or a requirement that any Deliverable should

be derived from any open source Software, the Supplier shall inform CELEBRATION BANK accordingly and in no circumstances shall the Supplier use any open source Software in respect of the Deliverable in the manner envisaged in this clause 10.14, without first obtaining the written consent of CELEBRATION BANK .

* + 1. Where any Deliverable takes the form of, or includes, computer software, the Supplier shall deliver to CELEBRATION BANK the source code for such software and such technical descriptions, guides and documentation as is required in order to allow a reasonably competent software engineer to maintain, amend and develop such software.

## Independent Use and Development

* + 1. Neither the Supplier nor CELEBRATION BANK or any CELEBRATION BANK Group Member shall be prevented or restricted from developing and using any techniques, ideas, concepts, information or know-how relating to methods or processes of general application which can be recalled only from the unaided memories of the Supplier Personnel or CELEBRATION BANK or CELEBRATION BANK Group Member personnel, provided that in doing so there is no infringement of the Intellectual Property Rights of the other party and provided such use does not constitute a breach of clause 7 (*Confidential Information*).

## INTELLECTUAL PROPERTY INDEMNITY

* + 1. Subject to clause 11.9, the Supplier shall at all times during and after the Term and each LSA Term indemnify and keep indemnified CELEBRATION BANK (and CELEBRATION BANK Group Members and their respective contractors, employees and suppliers) against all claims, demands, actions, proceedings and all Losses in relation to any infringement or alleged infringement of any third party's Intellectual Property Rights suffered by CELEBRATION BANK or an CELEBRATION BANK Group Member as a result of CELEBRATION BANK or any CELEBRATION BANK Group Member's receipt, use or possession of the Services and the Deliverables or any other material provided or made available by the Supplier, or any possession, use and/or exploitation thereof by their respective contractors, employees and suppliers (**"IPR Claim"**).
    2. If an IPR Claim is made against CELEBRATION BANK , CELEBRATION BANK shall:
       1. notify the Supplier in writing of such IPR Claim; and
       2. subject to Clause 11.3, allow the Supplier to conduct all negotiations and proceedings and give the Supplier reasonable assistance, each at the Supplier's cost regarding the IPR Claim.
    3. If the Supplier does not notify CELEBRATION BANK within: (i) ten (10) Business Days of the date of CELEBRATION BANK 's notification pursuant to clause 11.2.1; or (ii) the time period required for a response to enable CELEBRATION BANK to respond to the IPR Claim, whichever is shorter, that it wishes to conduct the proceedings related to the IPR Claim, CELEBRATION BANK may conduct such proceedings and the Supplier will have foregone its right to conduct proceedings.
    4. Subject to clause 11.6, the Supplier shall conduct and defend any IPR Claim in accordance with the following:
       1. diligently using competent counsel;
       2. in such a way as not to bring the reputation or good name of CELEBRATION BANK into disrepute; and
       3. the Supplier will keep CELEBRATION BANK informed at all times of developments in the litigation and/or negotiations, including, without limitation, any suggestion that CELEBRATION BANK is a cause of the IPR Claim.
    5. The Supplier shall not be entitled to settle or compromise any IPR Claim without CELEBRATION BANK 's prior written consent (not to be unreasonably withheld or delayed).
    6. If litigation in relation to an IPR Claim is conducted in CELEBRATION BANK 's name or would materially impact upon CELEBRATION BANK 's dealing or relationship with any regulatory body relevant to its usual business operations and/or there is any suggestion that CELEBRATION BANK is a cause of the IPR Claim, CELEBRATION BANK may, at any time, give notice to the Supplier that CELEBRATION BANK wishes to conduct such litigation (including associated settlement discussions) and the Supplier will permit CELEBRATION BANK to do so. The Supplier will provide all reasonable assistance to CELEBRATION BANK in relation to CELEBRATION BANK 's conduct of such litigation should CELEBRATION BANK decide to exercise this option. Where CELEBRATION BANK takes conduct pursuant to this clause 11.6, it shall obtain the Supplier's prior approval of any settlement (such approval not to be unreasonably withheld or delayed).
    7. Without prejudice to any other right or remedy CELEBRATION BANK may have, if at any time an allegation of infringement of Intellectual Property Rights is made or there is likely to be such an infringement, the Supplier shall, at CELEBRATION BANK 's option, as soon as possible and at the Supplier's own expense:
       1. replace or modify the Services (including any of the Deliverables) with non-infringing substitutes provided that such substitutes do not adversely affect the performance or material functionality of the Services; or
       2. procure for CELEBRATION BANK and CELEBRATION BANK Group Member the right to continue receiving the Services or using the Deliverable provided that there is no adverse effect on (including any reduction in the scope of use of) the Services.
    8. If the Supplier elects to modify the item(s) or to supply substitute item(s) under clause 11.7.1 or to procure a licence in accordance with clause 11.7.2 but this has not avoided or resolved the IPR Claim, CELEBRATION BANK may return the Deliverables and the Documentation to the Supplier and the Supplier shall provide a reasonable substitute. If a reasonable substitute is not provided:
       1. the Supplier shall, without prejudice to any other right or remedy CELEBRATION BANK may have, refund in full the Charges paid by CELEBRATION BANK under the Global Services Agreement and Local Services Agreement(s) for the unrecognised benefit of the infringing Services, Deliverables and Documentation and any other part of the Services or Deliverables which have been rendered unusable as a result of the infringement and be liable for all reasonable and unavoidable costs incurred by CELEBRATION BANK and/or the CELEBRATION BANK Contracting Party in respect of substitute items pursuant to the terms of the Global Services Agreement and Local Services Agreement(s); and
       2. if the infringing item is material to the performance or functionality of the Services, CELEBRATION BANK may terminate this Global Services Agreement and the affected Local Services Agreements by reason of the Supplier's irremediable material breach pursuant to clause 23.1.2 and clause 23.2.2, respectively.
    9. The Supplier will not be obliged to indemnify CELEBRATION BANK , CELEBRATION BANK Group Members and their respective contractors, employees or suppliers pursuant to Clause 11.1, to the extent the cause of the IPR Claim is a result of CELEBRATION BANK , CELEBRATION BANK Group Members and/or their respective contractors, employees, or suppliers not complying with clause 10.4 or clause 10.6 in respect of the relevant material, or where the IPR Claim arises from any unauthorised modifications made to such materials, software, tools, information or data by CELEBRATION BANK or CELEBRATION BANK Group Members.

## LIABILITY

* + 1. Nothing in this clause 12 or otherwise in this Global Services Agreement or any Local Services Agreement will exclude or in any way limit any party's liability to any other party:
       1. for death or personal injury caused by its negligence or the negligence of a person for whom it is vicariously liable;
       2. for breach of its obligations arising under section 12 of the Sale of Goods Act 1979 and/or section 2 of the Supply of Goods and Services Act 1982;
       3. for its fraud, fraudulent misrepresentation, theft or fraud, fraudulent misrepresentation, theft by a person for whom it is vicariously liable; or
       4. for any matter for which it is not permitted by Applicable Law to exclude or limit, or to attempt to exclude or limit, its liability.
    2. Nothing in this clause 12 or otherwise in this Global Services Agreement or any Local Services Agreement will exclude or in any way limit the Supplier's liability:
       1. for Wilful Default or Wilful Abandonment;
       2. arising out of a breach of clause 7 (*Confidential Information*) that does not relate to personal data;
       3. final court awards and regulatory fines, and settlements agreed with Regulatory Authorities or law enforcement or government agencies, arising out of a breach of clause 22 (*Bribery and Sanctions*);
       4. arising pursuant to clause 4.11.7; and
       5. under and/or pursuant to the indemnities in clause 4.10.5.1 (Wrongfully Awarded Contract), clause 11.1 (Intellectual Property Indemnity), clause 12.12 (Supplier Affiliate Claims), and schedule 8 (*Personnel*).
    3. Nothing in this clause 12 or otherwise in this Global Services Agreement or any Local Services Agreement will exclude or in any way limit CELEBRATION BANK 's or an CELEBRATION BANK Group Member's liability:
       1. arising out of a breach of clause 7 (*Confidential Information*) that does not relate to personal data;
       2. pursuant to clause 10.11; and
       3. under and/or pursuant to the indemnities in clause 12.13 and schedule 8 (*Personnel*).
    4. Subject to clause 12.1 and clause 12.2, the aggregate liability of the Supplier Group to CELEBRATION BANK , all CELEBRATION BANK Group Members and all Service Recipients for damage to tangible property, whether in tort (including negligence), breach of contract, breach of statutory duty or otherwise under and/or arising out of or in connection with the Global Services Agreement and all Local Services Agreements shall not exceed thirty million United States dollars (US$30,000,000).
    5. Subject to clause 12.1 and clause 12.3, the total aggregate liability of CELEBRATION BANK and all CELEBRATION BANK Group Members to the Supplier Group and Sub Contractors whether in tort (including negligence), breach of contract, breach of statutory duty or otherwise due to, under and/or arising out of or in connection with:
       1. this Global Services Agreement shall, in aggregate, not exceed two million United States dollars (US$2,000,000); and
       2. each Local Services Agreement shall, in aggregate, not exceed a sum equal to one hundred per cent (100%) of the average annual Charges paid or Payable (as defined in clause 12.8) under the relevant Local Services Agreement, calculated as follows:

*x* *y*

(

# A

) x 100%

where x is the amount of Charges paid at the point the claim is made, y is the amount of Charges that would be paid for the remainder of the relevant LSA Term (based on the Charges profile in schedule 3 (*Charges and Payments*)), and A is the LSA Term, measured in years.

* + 1. Subject to clause 12.1, clause 12.2 and clause 12.7 the total aggregate liability of the Supplier Group to CELEBRATION BANK , all CELEBRATION BANK Group Members and all Service Recipients due to, under and/or arising out of or in connection with this Global Services Agreement and any and all Local Service Agreements and whether in tort (including negligence), breach of contract, breach of statutory duty or otherwise shall not exceed an amount equating to the greater of:
       1. twenty five million United States dollars (US$25,000,000); and
       2. a sum equal to two hundred per cent (200%) of the average annual Charges paid or Payable (as defined in clause 12.8) under this Global Services Agreement and any and all Local Services Agreements entered into pursuant to its terms, calculated as follows:

*x* *y*

(

# A

) x 200%

where x is the amount of Charges paid at the point the claim is made, y is the amount of Charges that would be paid for the remainder of the Term (based on the Charges profile in schedule 3 (*Charges and Payments*)), and A is the GSA Term, measured in years.

* + 1. Subject to clause 12.1, clause 12.2 and clause 12.6, the total aggregate liability of the Supplier Group to CELEBRATION BANK , all CELEBRATION BANK Group Members and all Service Recipients due to, under or arising out of or in connection with this Global Services Agreement and any and all other Local Services Agreements in relation to:
       1. Wrongful Payments;
       2. any regulatory losses, fines or expenses incurred by CELEBRATION BANK or any CELEBRATION BANK Group Company (other than to which clause 12.2.3 applies); and
       3. breaches of clause 8 (*Data Protection*),

shall in respect of clauses 12.7.1, 12.7.2 and 12.7.3 above in aggregate not exceed an amount equal to the greater of:

* + - * 1. twenty five million United States dollars (US$25,000,000); and
        2. one hundred and fifty percent (150%) of the average annual Charges paid and Payable (as defined in clause 12.8) under this Global Services Agreement and any and all Local Services Agreements entered into pursuant to its terms, calculated as follows:

*x* *y*

(

# A

) x 150%

where x is the amount of Charges paid at the point the claim is made, y is the amount of Charges that would be paid for the remainder of the GSA Term (based on the Charges profile in schedule 3 (*Charges and Payments*)), and A is the GSA Term, measured in years,

plus, if CELEBRATION BANK in its sole discretion elects, the amount of the Supplier's liability cap calculated pursuant to clause 12.6 to the extent that such cap under clause 12.6 has not at that point of time been extinguished or depleted. Any amounts recovered pursuant to this clause 12.7 shall not operate to reduce the general liability cap of the Supplier pursuant to clause 12.6.

* + 1. **"Payable"** in clause 12.6 and clause 12.7 includes those amounts that: (i) are expressly payable pursuant to the terms of the Global Services Agreement and Local Services Agreements whether or not invoiced; and (ii) would have been payable assuming the proper performance of the Global Services Agreement and Local Services Agreements. Furthermore, in calculating the Charges that are paid or payable for the purpose of clause 12.6 and clause 12.7 no account shall be taken of any deductions from, or reduction in, such Charges that are attributable to the Supplier's performance or of any set off legitimately applied to such Charges by CELEBRATION BANK in accordance with the Global Services Agreement and Local Services Agreements, that is, any such deduction, reduction or amount that is set off shall be added back to the Charges for the purpose of the calculation.
    2. Subject to clauses 12.1 and 12.2, neither party shall be liable to the other, in tort (including negligence), breach of contract, breach of statutory duty or otherwise due to, under and/or arising out of or in connection with the Global Services Agreement and Local Services Agreements for any indirect or consequential loss nor any loss of profit, loss of revenue and unrealised savings, whether direct or indirect.
    3. Notwithstanding clause 12.9, the following types of Losses are agreed to be deemed to be a non-exhaustive list of direct and recoverable Losses under the Global Services Agreement and Local Services Agreements:
       1. additional and/or administrative costs and expenses incurred by CELEBRATION BANK or any CELEBRATION BANK Group Member in rectifying the Supplier's breach;
       2. the costs incurred by CELEBRATION BANK or any CELEBRATION BANK Group Member of selecting and implementing any alternative or replacement or additional systems or services whether internally or through or with a third party;
       3. additional costs incurred by CELEBRATION BANK or any CELEBRATION BANK Group Member of maintaining the Services and/or transferring the Services to a Successor Supplier;
       4. the costs incurred by CELEBRATION BANK or any CELEBRATION BANK Group Member in recovering any Operational Losses;
       5. any termination fees payable, damages payable or other liabilities incurred by CELEBRATION BANK or any CELEBRATION BANK Group Member to a third party in connection with any Operational Losses and/or any events giving rise to Operational Losses;
       6. costs and expenses incurred by CELEBRATION BANK or any CELEBRATION BANK Group Member in reconstruction and/or restoration of lost, corrupted or altered CELEBRATION BANK Data together with costs and expenses incurred in managing any incident response that results from the loss, corruption or alteration of CELEBRATION BANK Data; and
       7. costs and expenses incurred by the Supplier or a Supplier Affiliate in defending an CELEBRATION BANK IPR Claim in accordance with Clause 10.11.
    4. Any Losses suffered by any CELEBRATION BANK Group Member and any Service Recipients pursuant to the Global Services Agreement and Local Services Agreements or the subject matter of them shall be recoverable by CELEBRATION BANK as if the loss had been suffered by CELEBRATION BANK itself. All amounts recovered by CELEBRATION BANK in respect of losses of all CELEBRATION BANK Group Members and Service Recipients, as well as losses recovered directly by any CELEBRATION BANK Group Member or Service Recipient, will be taken into account in relation to the Supplier's total aggregate liability pursuant to this clause 12 and nothing in this clause 12 shall allow for recovery of the same financial loss already recovered for an CELEBRATION BANK Group Member or Services Recipient by another CELEBRATION BANK Group Member or Service Recipient.
    5. Provided that the Supplier is entitled at law and/or in equity, and is not prohibited by any court rules, to bring claims on behalf of the Supplier Affiliates, the Supplier will procure that none of the Supplier Affiliates or its Sub Contractors will bring any claims under or in relation to the Global Services Agreement and Local Services Agreement(s) against CELEBRATION BANK or any of the CELEBRATION BANK Group Members (provided that the Supplier shall be entitled to bring a claim on behalf of the Supplier Affiliates or its Sub Contractors in connection with liabilities incurred by CELEBRATION BANK pursuant to the terms of the Global Services Agreement and Local Services Agreement(s), and all amounts recovered by the Supplier in respect of losses of all Supplier Affiliates, as well as losses recovered directly by any Supplier Affiliate, will be taken into account in relation to CELEBRATION BANK 's and the CELEBRATION BANK Contracting Party's total liability pursuant to this

clause 12, and nothing in this clause 12 shall allow for the recovery of the same financial loss by more than one Supplier Affiliate). Where the Supplier is not so entitled or is prohibited from bringing claims on behalf of the Supplier Affiliates it will nonetheless ensure the Supplier Affiliate brings any claims subject to and in accordance with this Global Services Agreement and the Local Services Agreements. The Supplier will indemnify CELEBRATION BANK in respect of any Losses incurred by CELEBRATION BANK or an CELEBRATION BANK Group Member (in excess of the relevant limitation of liability) in: (i) the event of a Supplier Affiliate bringing a claim against CELEBRATION BANK or an CELEBRATION BANK Group Member where Supplier was entitled (at law and/or in equity) or not prohibited by any court rules to bring a claim on behalf of such Supplier Affiliate or (ii) where the Supplier Affiliate brings a claim other than subject to and in accordance with this Global Services Agreement and the Local Services Agreements.

* + 1. CELEBRATION BANK shall use its reasonable endeavours to ensure that no CELEBRATION BANK Group Member will bring claims under or in relation to a Local Services Agreement, other than pursuant to the terms of the Local Services Agreement, including without limitation, clause 27.10 and 27.11. The CELEBRATION BANK Contracting Party shall be entitled to bring claims on behalf of the CELEBRATION BANK Group Member as if the loss incurred by the CELEBRATION BANK Group Member was incurred by the CELEBRATION BANK Contracting Party itself. CELEBRATION BANK shall not be obliged to bring claims on behalf of CELEBRATION BANK Group Members where it is not practicable or permissible for it to bring the claim, it has been unsuccessful in bringing a claim on behalf of another CELEBRATION BANK Group Member by reason of insufficient locus standi, or other capacity issue, or other court rule or it is advised by a competent senior attorney as reasonably determined by CELEBRATION BANK that bringing such a claim would or may constitute a breach of any regulation or law. CELEBRATION BANK shall indemnify the Supplier for any Loss incurred by the Supplier or any Supplier Affiliate in excess of the relevant limitation of liability in the event of a claim from a CELEBRATION BANK Group Member where the CELEBRATION BANK Contracting Party brings a claim other than pursuant to the terms of the Local Services Agreement.
    2. The parties acknowledge that damages may not be an adequate remedy for any breach of this Global Services Agreement and the Local Services Agreements.
    3. Without prejudice to clause 12.2.3, where CELEBRATION BANK reasonably anticipates that it will require the Supplier to be liable to compensate CELEBRATION BANK in respect of settlements with Regulatory Authorities or law enforcement or government agencies arising out of a breach of clause 22 (*Bribery and Sanctions*), CELEBRATION BANK will, provided doing so would not prejudice CELEBRATION BANK 's conduct of any discussions or associated defence of any enforcement action and/or does not breach any duties of confidentiality, keep the Supplier reasonably informed as to the status of the settlement discussions and the potential settlement figures and shall act reasonably in seeking to take into account Supplier's input with respect thereto.
    4. Without prejudice to clause 12.7, in respect of any Wrongful Payments made by the Supplier during the course of provision of the Services, the following provisions shall apply:
       1. Where during the course of its provisions of the Services the Supplier becomes aware that it has made a Wrongful Payment, the Supplier will notify CELEBRATION BANK in writing promptly giving full details of the Wrongful Payment.

### Underpayments and missed collections

* + - 1. Where the Supplier commits any Wrongful Payment which is a failure to pay or collect any amount to or from any relevant payee, then the Supplier will promptly following notification of the Wrongful Payment to CELEBRATION BANK pursuant to clause 12.16.1 and at no additional cost to CELEBRATION BANK :
         1. pay the correct amount to the relevant payee using CELEBRATION BANK funds, in respect of a failure to pay; or
         2. provide all reasonable assistance to CELEBRATION BANK , to enable CELEBRATION BANK to collect the correct amount from the relevant payee.

### Overpayments

* + - 1. In the event of a Wrongful Payment which results in an overpayment to any person or any payment to any person who was not entitled to that payment (an **"Overpayment"**), the parties will immediately commence working together using their respective commercially reasonable endeavours to recover the value of such Overpayment from the relevant payee and each party will afford the other party all such reasonable assistance as the other may reasonably require in seeking to recover such sums. In the case of CELEBRATION BANK , such assistance may include corresponding with any relevant payee to whom an Overpayment was made. Unless otherwise directed by CELEBRATION BANK and provided the Supplier has legal standing to do so, the Supplier shall manage these activities and seeking to recover the value of the Overpayment.
      2. If the full amount of the Overpayment has not been recovered to CELEBRATION BANK 's account, within ninety (90) days of the date of the Overpayment or such other period as is agreed pursuant to clause 12.16.8 below, the Supplier shall promptly pay to CELEBRATION BANK the unrecovered value of that Overpayment, unless CELEBRATION BANK and the Supplier agree that the Overpayment is likely to be recovered within a certain further period of time, the duration of which the parties shall agree. If at the end of this period of time, the Overpayment has not been fully recovered to CELEBRATION BANK 's account, the Supplier shall promptly pay to CELEBRATION BANK the unrecovered value of that Overpayment.
      3. CELEBRATION BANK and the Supplier shall continue to co-operate to recover the excess amounts even after the Supplier has been required to pay the unrecovered value of the Overpayment to CELEBRATION BANK in accordance with clause 12.16.4.
      4. In the event that CELEBRATION BANK subsequently recovers the value of the Overpayment from the relevant entity in circumstances where the Supplier has already paid to CELEBRATION BANK the amount of such Overpayment, CELEBRATION BANK shall promptly repay to the Supplier the lower of:
         1. the amount recovered from such third party; and
         2. the amount paid by the Supplier to CELEBRATION BANK in respect of the Overpayment in question.
      5. The Supplier shall not be required to reimburse CELEBRATION BANK in respect of any Wrongful Payment made, to the extent that the Wrongful Payment arises as a direct result of:
         1. the Supplier accurately following a direct instruction from CELEBRATION BANK which results in the Wrongful Payment so long as the Supplier could not have reasonably been expected to identify that the instruction was incorrect exercising Good Industry Practice; or
         2. latent system or information technology errors in the Licensed CELEBRATION BANK Systems.

provided in either case the Supplier adhered to the requirements of the relevant Standard Operating Procedure (including CELEBRATION BANK 's standard operating procedures before they are superseded by the Standard Operating Procedures).

* + - 1. During the first Solution ID Phase in respect of a particular In-Scope Country, the parties shall discuss altering the ninety (90) day period set out in clause 12.16.4 above to be such period as the relevant CELEBRATION BANK data indicates is the usual recovery period of overpayment in that In-Scope Country. At the same time the parties will discuss, and if required, agree upon the implications of any write offs by CELEBRATION BANK in respect of overpayments in the twelve (12) to eighteen (18) month period prior to that Solution ID Phase.
  1. **CELEBRATION BANK DATA**
     1. The Supplier shall only store, copy or use CELEBRATION BANK Data to the extent necessary to perform its obligations under the Global Services Agreement and Local Services Agreement and shall not disclose it to any third party without the prior written approval of CELEBRATION BANK .
     2. In the event that, at any time and from time to time, through the provision of the Services, the Supplier or any Sub Contractor is deemed by virtue of Directive 96/9/EC (as implemented in local applicable law and any other equivalent rights in any jurisdiction) or otherwise to be the first owner of any database right or other Intellectual Property Rights in or in relation to any of CELEBRATION BANK Data, the Supplier shall immediately assign all Intellectual Property Rights in that CELEBRATION BANK Data to CELEBRATION BANK , and shall do such things, and shall procure that any Sub Contractor assigns and does all such things, as CELEBRATION BANK may reasonably consider are necessary to give effect to this clause 13.
     3. The Supplier will, as soon as practicable and, in any event, within five (5) Business Days of a request from CELEBRATION BANK , provide a full copy of CELEBRATION BANK Data, that is within the Supplier's control or possession, in an agreeable industry standard format, the use of which is not reliant on the Supplier's Intellectual Property Rights or the acquisition of any new Software by CELEBRATION BANK , whenever requested by CELEBRATION BANK . The Supplier will ensure that its access rights to CELEBRATION BANK Systems and CELEBRATION BANK Data are not used for unauthorised access to CELEBRATION BANK Data.
     4. The Supplier shall at all times ensure CELEBRATION BANK Data that is within Supplier's control or possession is secure and not capable of being accessed by a third party (other than the Supplier's Sub Contractors, Supplier Affiliates and personnel, each properly authorised to access such data in order to support the performance of the Services).
     5. The Supplier will not mortgage or place liens over CELEBRATION BANK Data or purport or attempt to withhold or otherwise do any act or omission that does or would, in any way, fetter

CELEBRATION BANK 's access to CELEBRATION BANK Data. The Supplier shall not process or deal with CELEBRATION BANK Data in any way other than in accordance with CELEBRATION BANK 's written instructions.

* + 1. To the extent the Supplier stores any CELEBRATION BANK Data on the Systems, the Supplier shall ensure that a backup copy of CELEBRATION BANK Data is made as agreed in the BCDR Plan and that such copy is recorded on media from which CELEBRATION BANK Data can be re-loaded in the event that it is corrupted or lost.
    2. Unless instructed otherwise by CELEBRATION BANK , the Supplier shall not:
       1. disclose, use, modify, store, copy or adapt CELEBRATION BANK Data, unless specifically and expressly required for the purposes of complying with its obligations under the Global Services Agreement and Local Services Agreement;
       2. merge or combine CELEBRATION BANK Data with other data; or
       3. remove any proprietary or copyright notices contained within or relating to CELEBRATION BANK Data, except as may be necessary for the performance by the Supplier of its obligations under the Global Services Agreement and Local Services Agreement or as otherwise expressly authorised by CELEBRATION BANK .
    3. If at any time any incident occurs which may adversely affect the Services, CELEBRATION BANK Data or CELEBRATION BANK 's reputation, then the Supplier shall notify CELEBRATION BANK and provide CELEBRATION BANK with details of the remedial action it proposes to take, including details of how the Supplier will ensure such event does not occur in respect of, and/or there is no impact on, CELEBRATION BANK Data.
    4. If the Supplier has failed to comply with a request made under clause 13.3 within the specified timescale, CELEBRATION BANK may, on reasonable notice, attend the Supplier's premises to supervise the Supplier's staff who will retrieve such applicable CELEBRATION BANK Data on CELEBRATION BANK 's behalf from the Supplier's premises, equipment, System, hardware, Software or other facilities. In carrying this out, the Supplier shall cooperate as CELEBRATION BANK reasonably requires to enable CELEBRATION BANK to exercise this right.
    5. In the event that any of CELEBRATION BANK Data is corrupted or lost or sufficiently degraded as a result of the Supplier's negligence or default so as to be unusable then, in addition to any other remedies that may be available to CELEBRATION BANK under the Global Services Agreement and Local Services Agreement or otherwise, CELEBRATION BANK may:
       1. require the Supplier at its own expense to restore or procure the restoration of CELEBRATION BANK Data from the last available back up (which as a minimum shall be the last back up which CELEBRATION BANK was required to make in accordance with its internal back up policies) and the Supplier shall use all reasonable endeavours to do so as soon as possible; and/or
       2. itself restore or procure the restoration of CELEBRATION BANK Data from the last available back up (which as a minimum shall be the last back up which CELEBRATION BANK was required to make in accordance with its internal back up policies) and require the Supplier to reimburse CELEBRATION BANK for any reasonable costs incurred in so doing.

## AUDIT RIGHTS AND RECORDS

* + 1. The Supplier will during the Term, and in connection with any Local Services Agreement the Supplier Contracting Party shall for the relevant LSA Term and a period of seven (7) years thereafter (a) permit CELEBRATION BANK and any CELEBRATION BANK Group Member and their representatives on such notice as is practicable and/or possible in the circumstances, and (b) any representatives of any Regulatory Authority (each being referred to as an **"Auditing Body"**) to have such access on demand to any of the Supplier's Personnel, premises, systems and relevant records (including the Retained Records) to enable CELEBRATION BANK and/or relevant CELEBRATION BANK Group Members' to conduct internal and statutory audits and provide each Auditing Body with all reasonable cooperation, access, information and assistance in relation to each audit.
    2. The Supplier shall provide CELEBRATION BANK with such assistance as CELEBRATION BANK may reasonably require to enable it to maintain compliance with its obligations to its Regulatory Authorities. The Supplier will cooperate with all Regulatory Authorities (including responding to any queries raised by a Regulatory Authority) in all matters relevant to the performance of the Global Services Agreement and Local Services Agreement and the Services, whenever requested by CELEBRATION BANK (or any other CELEBRATION BANK Group Member) and will deal with them in an open and cooperative way. Each party will keep the other fully and promptly informed in relation to any requests for cooperation from any Regulatory Authority in respect of the Services and/or the Global Services Agreement and Local Services Agreement.
    3. The parties will each bear their own costs and expenses incurred in respect of compliance with their obligations under this clause 14, unless:
       1. CELEBRATION BANK conducts more than one (1) audit of the Supplier's performance per Contract Year in respect of the Global Services Agreement and each Local Services Agreement, in which case CELEBRATION BANK or the relevant CELEBRATION BANK Contracting Party shall reimburse to the Supplier or the relevant Supplier Contracting Party its reasonable costs and expenses incurred in such additional audits, as agreed in advance; and/or
       2. the audit identifies a material default by the Supplier, defaults by the Supplier that compromise or are likely to compromise the integrity or security of CELEBRATION BANK Confidential Information, CELEBRATION BANK Data or Licensed CELEBRATION BANK Systems or a breach of clause 4.10 or any fraud, in which case the Supplier will reimburse to CELEBRATION BANK all its reasonable costs and expenses incurred in the course of the relevant audit.
    4. For the avoidance of doubt, the obligation on CELEBRATION BANK or an CELEBRATION BANK Contracting Party to reimburse the Supplier or the Supplier Contracting Party for costs and expenses pursuant to clause 14.3.1 shall not apply where the audit in question is an internal audit to which the overall CELEBRATION BANK function is subject.
    5. If an audit identifies that:
       1. the Supplier has failed to perform its obligations under this Global Services Agreement or any Local Services Agreement, CELEBRATION BANK may require the Supplier to rectify the relevant failures and the provisions of clauses 14.6 to

14.8 shall apply; or

* + - 1. CELEBRATION BANK has overpaid any Charges, the amount overpaid will either be applied as a credit to the next invoice issued by the Supplier or remitted to CELEBRATION BANK in cleared funds within five (5) Business Days of a notice given by CELEBRATION BANK that it requires the same.

CELEBRATION BANK 's rights under this clause 14.5 are without prejudice to any other rights that CELEBRATION BANK may have under the Global Services Agreement and Local Services Agreement or otherwise.

* + 1. If at any time an audit identifies an issue as per clause 14.5.1 (an **"Audit Default"**) the Supplier will, in each case without cost to CELEBRATION BANK or any CELEBRATION BANK Group Member, and immediately upon it becoming aware of such Audit Default:
       1. notify CELEBRATION BANK of the Supplier's proposed plan in respect of that Audit Default (the **"Rectification Plan"**). All Rectification Plans will (unless otherwise agreed in writing by CELEBRATION BANK ) require the Supplier to take such remedial action that is reasonably necessary to rectify the relevant Audit Default (provided the failure in question is remediable) and to prevent the Audit Default in question from recurring;
       2. amend any proposed Rectification Plan to reflect all of CELEBRATION BANK 's reasonable comments and so as to require the Supplier to take any additional steps CELEBRATION BANK may reasonably require and then implement the amended Rectification Plan as soon as possible;
       3. report to CELEBRATION BANK on a reasonably appropriate basis given the nature of the breach and Rectification Plan and, in any event no less than weekly, on the Supplier's progress against the Rectification Plan implemented by it; and
       4. promptly notify CELEBRATION BANK in writing of any non-trivial changes required to the Rectification Plan from time to time and the reasons for those changes, all such changes to be subject to CELEBRATION BANK 's prior written consent.
    2. All of the Supplier's costs in developing and implementing a Rectification Plan will be met by the Supplier.
    3. If, in respect of an Audit Default that relates to a material breach of the Global Services Agreement:
       1. the Supplier fails to fully, effectively and promptly implement any Rectification Plan in all material respects in accordance with its terms;
       2. the Supplier fails to promptly produce a Rectification Plan when it is required to do so; and/or
       3. any underlying cause which a Rectification Plan should have avoided recurs more than once,

then CELEBRATION BANK may terminate the Global Services Agreement and all Local Services Agreements pursuant to clause 23.1.2.1 and 23.2.2.1, respectively.

* + 1. The Supplier will maintain the following documentation and records (the **"Retained Records"**) in relation to the Supplier's performance of its obligations under the Global Services Agreement and all Local Services Agreements:
       1. all documents and records as are required to be maintained by the Global Services Agreement and any Local Services Agreement and Supplier Applicable Laws;
       2. complete and accurate records of and supporting documents for the amounts billable to and payments made by CELEBRATION BANK under each Local Services Agreement, in accordance with generally accepted accounting principles, applied on a consistent basis;
       3. copies of any reports, registers, management information or analogous documentation that the Supplier are required to produce pursuant to any provision of the Global Services Agreement and Local Services Agreements; and
       4. all records required to be kept in respect of the Change Control Procedure.

CELEBRATION BANK , CELEBRATION BANK Group Members and its Auditing Bodies (but excluding representatives of Regulatory Authorities or as required to satisfy Regulatory Requirements) shall not be entitled to audit (i) any data or information of other customers of the Supplier or Supplier Contracting Party, or (ii) any other Supplier Confidential Information that is not relevant for the purposes of the audit.

* + 1. The Supplier will at any time whilst the Supplier is required to retain Retained Records pursuant to clause 14.9, promptly on request from time to time, provide copies of any of the Retained Records to CELEBRATION BANK or any CELEBRATION BANK Group Member and will permit the Retained Records to be copied to or examined or inspected by CELEBRATION BANK or any CELEBRATION BANK Group Member and any of their representatives or any representative of any Regulatory Authority.
    2. The Supplier will retain the Retained Records in accordance with the relevant CELEBRATION BANK policy relating to document and data retention from time to time and to the extent that no such policies apply for the longer of:
       1. seven (7) years from the date of termination or expiry of the Global Services Agreement and/or the relevant Local Services Agreements;
       2. the period of time (if any) required by Supplier Applicable Laws; and
       3. the period of time (if any) notified to the Supplier in order to comply with CELEBRATION BANK Applicable Laws.
    3. Nothing in the Global Services Agreement or a Local Services Agreement (including the schedules) shall permit CELEBRATION BANK or any CELEBRATION BANK Group Member to require the Supplier or any Supplier Contracting Party to be audited by a Supplier Competitor pursuant to this clause 14.

## INSURANCE

The Supplier will comply with schedule 16 (*Insurance Requirements*).

## BUSINESS CONTINUITY AND FORCE MAJEURE

* + 1. The Supplier shall comply with schedule 6 (*Business Continuity*).
    2. Subject to clause 26 (*Relief Notice*), and the exceptions set out in clauses 16.3 and 16.4, neither CELEBRATION BANK nor the Supplier shall be liable for any delays or failures of performance of any part of the Global Services Agreement and the affected Local Services Agreement to the extent that they are attributable to its being affected by an Event of Force Majeure, provided always that the party so affected shall use Best Endeavours to resume performance as quickly as possible and shall promptly give the other party full particulars of the failure or delay and consult with the other party concerning the failure or delay and the steps that it is taking in order to resume performance from time to time as appropriate. The unaffected party shall likewise be relieved of liability in respect of performance of any corresponding or related obligations to an equivalent extent. If any delay or failure attributable to an Event of Force Majeure on the part of the Supplier continues for a period of three (3) continuous months, or for sixty (60) days in any one hundred and twenty (120) day period, CELEBRATION BANK shall be entitled to terminate the affected Local Services Agreement immediately on giving written notice to the Supplier and, subject to clause 24.3, without liability. For the avoidance of doubt, the provisions of this clause 16 shall not relieve the Supplier where the impact of an Event of Force Majeure could have been mitigated by way of the Supplier taking precautions which, having regard to all the matters known to it before it was first impacted by the Event of Force Majeure, it ought reasonably to have taken but did not.
    3. A party cannot claim relief from liability where the Event of Force Majeure is caused by its (or its sub contractors') neglect, failure to take reasonable precautions against the relevant Event of Force Majeure, or is caused by its agents, employee(s), sub contractors or suppliers.
    4. The Supplier shall not be entitled to claim relief where: (i) a reasonable supplier should have foreseen and provided for the cause in question or the Event of Force Majeure; or (ii) the Event of Force Majeure (or the effect of the Event of Force Majeure upon the Supplier's ability to perform its obligations under the Global Services Agreement and affected Local Services Agreements) is attributable to the Supplier's failure to comply with its obligations under schedule 6 (*Business Continuity*).

## FINANCIAL DISTRESS

* + 1. The Supplier will notify CELEBRATION BANK as soon as possible and in any event within ten (10) Business Days if any of the Financial Distress Events apply to either the Supplier or the Guarantor.
    2. The Supplier will, in any event, provide written certification from its Chief Financial Officer addressed to CELEBRATION BANK 's Executive Sponsor confirming: (i) that no Financial Distress Events apply to the Supplier or the Guarantor; or (ii) whether any of the Financial Distress Events are likely to apply within thirty (30) days from the date of the notice.
    3. If any of the Financial Distress Events do apply to the Supplier or the Guarantor:
       1. the Supplier's Chief Financial Officer will meet with CELEBRATION BANK within ten (10) days of the date on which it notifies CELEBRATION BANK of a Financial Distress Event or that Financial Distress Event is likely to occur, or of CELEBRATION BANK becoming aware of the same;
       2. the Supplier will make available to CELEBRATION BANK within five (5) Business Days of that meeting, a "get well plan" describing how the Financial Distress Event will be resolved and how there will be no impact on Global Services Agreement and the Local Services Agreements (the **"Get Well Plan"**);
       3. the Supplier will attend a follow-up meeting as reasonably requested by CELEBRATION BANK to discuss the Get Well Plan; and
       4. the Supplier shall implement the Get Well Plan and keep CELEBRATION BANK informed as to its progress.
    4. In the event that:
       1. the Get Well Plan is not successfully implemented within one hundred and eighty (180) days of the Financial Distress Event arising or such other period agreed in the Get Well Plan, CELEBRATION BANK may terminate the Global Services Agreement and all Local Services Agreements for the Supplier's irremediable material breach pursuant to clause 23.1.2.1 or clause 23.2.2.1, as applicable
       2. the Financial Distress Event is not resolved within six (6) months or the Financial Distress Event repeats itself within three (3) months of the initial occurrence, CELEBRATION BANK may terminate the Global Services Agreement and all Local Services Agreements without any liability to either party (other than pursuant to schedule 3 (*Charges and Payments*) (excluding, subject to clause 24.3, any obligation to pay the Termination Fees) and schedule 8 (*Personnel*)); or
       3. the Financial Distress Event is not resolved within six (6) months or the Financial Distress Event repeats itself within three (3) months of the initial occurrence, and this causes a material impact on the Services, CELEBRATION BANK may terminate the Global Services Agreement and all Local Services Agreements for the Supplier's irremediable material breach pursuant to clause 23.1.2.1 or clause 23.2.2.1, as applicable.

## ASSIGNMENT AND SUB CONTRACTING

* + 1. The Supplier shall not, without the prior written consent of CELEBRATION BANK , assign, transfer, part with or sub contract any of its rights, responsibilities and/or obligations under the Global Services Agreement or any Local Services Agreement (in whole or in part) or delegate any of its responsibilities or obligations under the Global Services Agreement or any Local Services Agreement.
    2. Where CELEBRATION BANK permits the Supplier to sub contract any of its obligations under the Global Agreement or any Local Services Agreement, the Supplier shall be liable for the acts and omissions of the Sub Contractor.
    3. CELEBRATION BANK may assign, transfer, part with or sub contract any of its rights under the Global Services Agreement or any Local Services Agreement (in whole or in part) without the prior consent of the Supplier. CELEBRATION BANK will inform the Supplier of any sub contracting by it that is reasonably understood to be likely to affect the manner in which the Supplier provides the Services. For the avoidance of doubt, CELEBRATION BANK may only novate its obligations under the Global Services Agreement or any Local Services Agreement

(in whole or in part) with the prior consent of the Supplier, such consent not to be unreasonably withheld or delayed.

## DIVESTMENT AND ACQUISITION

* + 1. In the context of a Local Services Agreement, the Supplier Contracting Party agrees that the relevant CELEBRATION BANK Contracting Party and/or any other relevant CELEBRATION BANK Group Member (in respect of the same Local Services Agreement) may continue to use the Services for the benefit of, or in order to provide services to, a Divested Unit at no additional charge for such period as CELEBRATION BANK may, in its discretion, require in order to allow the Divested Unit to make appropriate alternative arrangements (which period shall not, however, exceed a period of two (2) years from the Divestment Date unless otherwise agreed), provided that the relevant CELEBRATION BANK Contracting Party shall remain responsible for the obligations (including payment obligations) of the Divested Unit for this period.
    2. When the Divested Unit is a party to a Local Services Agreement, the divestment shall not in and of itself constitute a termination of the relevant Local Service Agreement. In such a circumstance either (i) CELEBRATION BANK and the Supplier shall agree a novation of the Local Services Agreement to an CELEBRATION BANK Group Member and such novated Local Services Agreement will be the vehicle for the provision of the Services to the Divested Unit for a period of two (2) years from the effective date of the novation, at which point the Local Services Agreement shall automatically terminate (unless otherwise agreed in writing); or (ii) the Services to the Divested Unit shall be provided pursuant to another existing Local Services Agreement, as notified by CELEBRATION BANK , (provided that if the inclusion of the Divested Unit under a Local Services Agreement gives rise to any Service delivery or commercial impacts, the parties will agree how to deal with those impacts pursuant to the Change Control Procedure), in which case the Local Services Agreement to which the Divested Unit was a party will terminate on the date as notified by CELEBRATION BANK . The Supplier may only refuse its consent to a novation in accordance with clause 4.2.2.
    3. For the avoidance of doubt, the Supplier shall not seek to increase the Charges under clauses 19.2 or 19.2 except as expressly provided for therein, or seek to make any amendment thereto that would have the effect of increasing the Charges payable thereunder.
    4. If any new entity becomes an CELEBRATION BANK Group Member after the Effective Date, the new entity shall be entitled (at the CELEBRATION BANK 's option) to all rights conferred on CELEBRATION BANK and the CELEBRATION BANK Group Members under this Global Services Agreement or relevant Local Services Agreement, provided that any changes to the Global Services Agreement or a Local Services Agreement required as a result of the new member shall be agreed and documented through the Change Control Procedure. In no event shall such new entity be obliged by reason of its becoming an CELEBRATION BANK Group Member to purchase any Services from the Supplier or any member of the Supplier Group under the Global Services Agreement.

## RESOLUTION

* + 1. Notwithstanding any other provision in the Global Services Agreement and the Local Services Agreement and for the duration of any Interim Period, unless CELEBRATION BANK gives the Supplier written notice to the contrary in accordance with the relevant Local Services Agreement, the Supplier shall continue to provide any Services relevant to the

Resolution Unit (including any transitional or exit services, if applicable) on the terms of the Global Services Agreement and the Local Services Agreement.

* + 1. Where a Resolution Event results in a divestment of a Resolution Unit by the Regulatory Authority then the provisions in clause 19 (*Divestment and Acquisition*) shall apply to such divestment, and the **"Resolution Unit"** will be defined as a Divested Unit for the purposes of the Global Services Agreement and the Local Services Agreement, notwithstanding that the divestment may be instigated by a Regulatory Authority and not by CELEBRATION BANK or an CELEBRATION BANK Group Member.
    2. Any provisions in the Global Services Agreement and the Local Services Agreement giving rise to termination or suspension rights in favour of the Supplier will not apply to the extent that the rights arise out of or in connection with a Resolution Event, with the exception of clause 23.3.1.2 to the extent such a termination is permitted by Applicable Law.

## VARIATION

* + 1. No variation to the Global Services Agreement and a Local Services Agreement shall be effective unless in writing signed by a duly authorised officer of each of CELEBRATION BANK and the Supplier.
    2. No variation to any Local Services Agreement shall be effective unless in writing signed by a duly authorised officer of each of the CELEBRATION BANK Contracting Party and the Supplier Contracting Party.

## BRIBERY AND SANCTIONS

* + 1. The Supplier shall comply with, and shall ensure that its personnel, affiliates (including Supplier Affiliates), associated persons, agents, Sub Contractors and any other third parties who may be used for or in relation to the provision of the Services are aware of and comply with, both the letter and spirit of applicable anti-corruption laws such that they will not take any actions or make any omissions which would cause either CELEBRATION BANK and/or any CELEBRATION BANK Group Member or the Supplier to be in violation of applicable anti-corruption laws.
    2. The Supplier confirms that in connection with any transactions undertaken for and on behalf of CELEBRATION BANK and/or any CELEBRATION BANK Group Member that it has not and undertakes that it shall not:
       1. make any payments (including facilitation payments) or transfers of value, offers or promises; or
       2. give any financial or other advantage, make any requests, agreements to receive or accepting any financial or other advantage,

in each case either directly or indirectly which has the purpose or effect of, or would mean acceptance of or acquiescence in, either directly or indirectly, public or commercial bribery, other unlawful or improper means of obtaining or retaining business or commercial advantage or the improper performance of any function or activity.

* + 1. The Supplier confirms, in relation to the provision of services to CELEBRATION BANK and/or any CELEBRATION BANK Group Member, and the activities to be carried out under the Global Services Agreement and a Local Services Agreement, that its officers, directors and employees

are subject to policies and procedures which are designed to prevent the occurrence of bribery and corrupt conduct, and undertakes that it shall procure compliance with such policies and procedures by its officers, directors, employees and (where permitted under the Global Services Agreement and a Local Services Agreement) Sub Contractors.

* + 1. The Supplier shall not be relieved of any obligation or liability under this clause by reason of any permitted sub contracting of its obligations under the Global Services Agreement and a Local Services Agreement pursuant to clause 18 (*Assignment and Sub Contracting*). Notwithstanding the generality of the foregoing the Supplier shall ensure that:
       1. each such Sub Contractor has adequate anti bribery and corruption policies and procedures in place; and
       2. the agreement between the Supplier and the Sub Contractor contains adequate anti bribery and corruption provisions, at least equivalent in effect to this clause 22.
    2. The Supplier warrants and represents that it is not currently under actual or, to the Supplier's knowledge, threatened investigation or inquiry, or being audited by any governmental authority in relation to any offence or alleged offence involving fraud, corruption or dishonesty, and that neither Supplier, nor any of its current directors, officers, employees, or agents has been convicted of or pleaded guilty to an offense involving fraud, corruption, or dishonesty, and that neither it nor any such individual has been listed by any government agency or non-governmental organisation as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for procurement programs. The Supplier further warrants that it has taken steps in accordance with Good Industry Practice to ensure the foregoing applies in respect of any Sub Contractors.
    3. The Supplier warrants and represents that neither it nor its affiliates, or its or their respective directors, officers, employees, Sub Contractors or agents are individuals or entities that are the target of economic and financial sanctions measures imposed by the United Nations, the European Union, the United Kingdom, the United States or any relevant and applicable jurisdiction (**"Restricted Persons"**). The Supplier shall not directly or indirectly deal with Restricted Persons in connection with its dealings with CELEBRATION BANK and/or any CELEBRATION BANK Group Member.
    4. The Supplier, its respective affiliates, associated persons, agents, Sub Contractors or any other third parties who may be used for the provision of services to CELEBRATION BANK shall disburse funds related to transactions involving CELEBRATION BANK and/or an CELEBRATION BANK Group Member only pursuant to a duly authorized written contract. No undisclosed or unrecorded fund(s) or asset(s) shall be established or maintained by the Supplier or any affiliate, associated person, agent, Sub Contractor or any other third party who may be used for the provision of services to CELEBRATION BANK and/or any CELEBRATION BANK Group Member.
    5. The Supplier shall document completely and accurately all transactions related to the Services and the Global Services Agreement and a Local Services Agreement in its books and records. All expenses related to transactions involving CELEBRATION BANK and/or an CELEBRATION BANK Group Member shall be supported by complete and accurate documentation, including without limitation invoices, receipts, proof of delivery and contracts. All information and documents kept pursuant to this clause 22.8 shall be considered part of the Retained Records. Such documentation shall be maintained throughout the

duration of the Global Services Agreement and a Local Services Agreement and for a period of six (6) years after its expiry or termination, and shall be made available to CELEBRATION BANK upon reasonable notice for review.

* + 1. The Supplier shall promptly report to CELEBRATION BANK any breach or suspected breach of these obligations in respect of this Global Services Agreement or a Local Services Agreement and all requests or demands for any undue financial or other advantage of any kind received by it in connection with the performance of the Global Services Agreement and a Local Services Agreement.
    2. The Supplier shall indemnify and keep indemnified CELEBRATION BANK from and against, any and all losses awarded against CELEBRATION BANK as a result of Supplier's breach of the obligations referenced in this clause 22. Without prejudice to the foregoing or to any other rights or remedies of CELEBRATION BANK , in the event of any breach of these obligations the Supplier undertakes promptly to remedy the breach (or the circumstances giving rise to the breach) without charge.
    3. The Supplier acknowledges that CELEBRATION BANK may terminate the Global Services Agreement and/or all or some Local Services Agreements immediately in the event that CELEBRATION BANK has a reasonable belief that a breach of this clause 22 or of any similar or equivalent provisions in any other agreements has occurred or may occur.
    4. If the Supplier was not, in fact, in breach of this clause 22 or of any similar or equivalent provisions in any other Local Services Agreements between an CELEBRATION BANK Contracting Party and a Supplier Contracting Party in relation to CELEBRATION BANK 's termination of the Global Services Agreement and/or Local Services Agreements (as applicable) pursuant to clause 22.11, the Supplier shall have the right to claim damages for loss it can prove it and the Supplier Affiliates incurred as a result of CELEBRATION BANK 's termination subject to and in accordance with the terms of this Global Services Agreement and/or Local Services Agreements and in particular clause 12 (*Liability*), together with the normal rules applicable to the recovery of damages.

## TERMINATION

* + 1. Termination of this Global Services Agreement
       1. HGSU may, without prejudice to its other rights or remedies, terminate this Global Services Agreement, in part or in whole, without any liability to either party (other than pursuant to schedule 3 (*Charges and Payments*) and schedule 8 (*Personnel*), if one or more of the following events occur:
          1. at any time for any reason whatsoever on not less than six (6) months' written notice;
          2. immediately on written notice if the Supplier becomes insolvent or has a receiver, administrative receiver, administrator or similar officer appointed or applies for or has called a meeting of creditors or resolves to go into liquidation (except for a bona fide amalgamation or reconstruction while solvent where the resulting entity agrees to be bound by and assumes the Supplier's obligations under the Global Services Agreement and all Local Services Agreements) or has a petition lodged against it in relation to any potential insolvency which is not successfully opposed within thirty (30) days of being lodged or an application is made to appoint a provisional liquidator

of the Supplier or for an administration order or notice of intention to appoint an administrator is given or a proposal is made for a voluntary arrangement or any other composition, scheme or arrangement with or assignment for the benefit of any of the Supplier's creditors, or any event analogous to any of the foregoing occurs in any jurisdiction other than England and Wales in respect of the Supplier or if the Supplier ceases or threatens to cease to carry on business;

* + - * 1. immediately on written notice if there is a change of Controlling Interest of the Supplier provided this right is exercised within six (6) months of HGSU being notified by the Supplier of the change in the Controlling Interest; and
        2. immediately on written notice if HGSU or any other CELEBRATION BANK Group Member considers (acting reasonably) that termination is required by any rule or guidance of any regulatory body that has authority over HGSU or more than one of the other CELEBRATION BANK Group Members (or with whose rules and guidance the CELEBRATION BANK Contracting Party is accustomed to comply), other than as a result of the Supplier's act or omission.
      1. HGSU may, without prejudice to its other rights and remedies, terminate this Global Service Agreement by reason of the Supplier's breach in whole or in part, if one or more of the following events occurs:
         1. immediately on written notice if the Supplier commits any material or persistent breach (which in aggregate is material) of the Global Services Agreement, which is either incapable of remedy, or if capable of remedy is not remedied to the reasonable satisfaction of HGSU within thirty (30) days of written notice requiring the default to be remedied;
         2. immediately on written notice if either (i) HGSU or any other CELEBRATION BANK Group Member considers (acting reasonably) that termination is required by any rule or guidance of any regulatory body that has authority over HGSU or more than one of the other CELEBRATION BANK Group Members (or with whose rules and guidance the CELEBRATION BANK Contracting Party is accustomed to comply) or (ii) a termination is recommended or required by a Regulatory Authority, in either case as a result of a breach by the Supplier or a Supplier Affiliate of the Global Services Agreement; and
         3. as otherwise described in clause 22 (*Bribery and Sanctions*) or any other provision of the Global Services Agreement that provides for a right for CELEBRATION BANK to terminate as a consequence of the Supplier's breach or default.
      2. In the event HGSU terminates the Global Services Agreement pursuant to this clause 23.1, the CELEBRATION BANK Contracting Party may treat the right of termination as a right of termination for their respective Local Services Agreements, which shall be terminable on the same grounds. For the avoidance of doubt, if HGSU has terminated the Global Services Agreement for convenience pursuant to clause 23.1.1.1, and an CELEBRATION BANK Contracting Party seeks to exercise the right to terminate their respective

Local Services Agreements so that it terminates the Local Service Agreement for convenience pursuant to clause 23.2.1.1, the Termination Fees, if any, shall still be payable pursuant to that Local Services Agreement pursuant to clause 24.3 and schedule 3 (*Charges and Payments*).

* + 1. Termination of Local Services Agreement
       1. The relevant CELEBRATION BANK Contracting Party may, without prejudice to its other rights or remedies, terminate the relevant Local Services Agreement, in part or in whole, if one or more of the following events occur:
          1. at any time for any reason whatsoever on not less than six (6) months' written notice;
          2. immediately on written notice if PRO International Inc. or the Supplier Contracting Party becomes insolvent or has a receiver, administrative receiver, administrator or similar officer appointed or applies for or has called a meeting of creditors or resolves to go into liquidation (except for a bona fide amalgamation or reconstruction while solvent where the resulting entity agrees to be bound by and assumes the Supplier's obligations under the Global Services Agreement and all Local Services Agreements) or has a petition lodged against it in relation to any potential insolvency which is not successfully opposed within thirty (30) days of being lodged or an application is made to appoint a provisional liquidator of the Supplier or for an administration order or notice of intention to appoint an administrator is given or a proposal is made for a voluntary arrangement or any other composition, scheme or arrangement with or assignment for the benefit of any of the Supplier's creditors, or any event analogous to any of the foregoing occurs in any jurisdiction other than England and Wales in respect of the Supplier or if the Supplier ceases or threatens to cease to carry on business;
          3. immediately on written notice if there is a change of Controlling Interest of PRO International Inc. and/or the relevant Supplier Contracting Party provided this right is exercised within six (6) months of the CELEBRATION BANK Contracting Party being notified by the Supplier of the change of Controlling Interest; and
          4. immediately on written notice if the CELEBRATION BANK Contracting Party considers (in its absolute discretion) that termination is required by any rule or guidance of any regulatory body that has authority over the CELEBRATION BANK Contracting Party (or with whose rules and guidance the CELEBRATION BANK Contracting Party is accustomed to comply), other than by reason of the Supplier's act or omission;
          5. as otherwise described in clauses 4.10 and 16 (*Business Continuity and Force Majeure*).
       2. The relevant CELEBRATION BANK Contracting Party may, without prejudice to its other rights and remedies, terminate the Local Services Agreement in part or in whole by reason of the Supplier Contracting Party's breach, if one or more of the following events occurs:
          1. immediately on written notice if the Supplier commits any material or persistent breach (which in aggregate is material) of the relevant Local Services Agreement, which is either incapable of remedy, or if capable of remedy is not remedied to the reasonable satisfaction of the CELEBRATION BANK Contracting Party within thirty (30) days of written notice requiring the default to be remedied;
          2. the Supplier's NPS Survey score is less than two (2) in respect of three (3) out of any six (6) consecutive Quarters;
          3. if the Supplier has failed to meet the required performance standard (as determined pursuant to schedule 2 (*Outcomes, Service Levels and Service Credits*)) in respect of one of:

Key Metric 7;

Key Metric 8

three (3) times in six (6) consecutive months, provided that the Supplier's performance in respect of the first three (3) months following Go Live shall not be taken into account when considering whether these thresholds have been met;

* + - * 1. the Supplier fails to achieve Acceptance of Tollgate 3, 4 or 5 by the relevant Longstop Date;
        2. immediately on written notice if either (i) the CELEBRATION BANK Contracting Party considers (acting reasonably) that termination is required by any rule or guidance of any regulatory body that has authority over the CELEBRATION BANK Contracting Party (or with whose rules and guidance the CELEBRATION BANK Contracting Party is accustomed to comply) or (ii) a termination is recommended or required by a Regulatory Authority, in either case as a result of a breach by the Supplier or a Supplier Affiliate of the Local Services Agreement;
        3. a Supplier Affiliate refuses to enter into a Local Services Agreement in respect of the In-Scope Countries other than on the grounds set out in clause 4.2;
        4. as otherwise described in clause 22 (*Bribery and Sanctions*) or any other provision of the Global Services Agreement that provides for a right for CELEBRATION BANK to terminate as a consequence of the Supplier's breach or default.
      1. In the event a Local Services Agreement becomes terminable pursuant to clause 23.2.1, before exercising its right of termination, the CELEBRATION BANK Contracting Party shall follow the governance process set out in schedule 9 (*Governance*).
      2. Where:
         1. a Local Services Agreement becomes terminable pursuant to clause 23.2.2 (the **"Primary Local Services Agreement"**) then where:

the breach giving rise to the right to terminate is material in the context of all other Local Services Agreements;

the right to terminate arises as a result of a material breach of the Primary Local Services Agreement due to a breach of clause 4.8, clause 7 (*Confidential Information*), clause 8 (*Data Protection*), clause 13 (*CELEBRATION BANK Data*) (insofar as the breach relates to the access, use or misuse of the CELEBRATION BANK Data), or clause 22 (*Bribery and Sanctions*);

the termination right being exercised is that set out in clause 23.2.2.6; or

the Local Services Agreement to which the breach relates is a Critical Mass LSA; or

* + - * 1. the Supplier's NPS Survey score is less than two (2) in respect of three (3) out of the same six (6) consecutive Quarters in respect of two (2) or more Local Services Agreements; or
        2. the Supplier has failed to meet the required performance standard (as determined pursuant to schedule 2 (*Outcomes, Service Levels and Service Credits*)) in respect of one of:

Key Metric 7; or

Key Metric 8

three (3) times in a six (6) consecutive month period, in respect of either:

four (4) Local Services Agreements or

one or more Local Services Agreements pursuant to which at least twenty-five per cent of the average monthly volume of invoices are processed,

provided that the Supplier's performance in respect of the first three

(3) months following Go Live shall not be taken into account when considering whether these threshold have been met;

* + - * 1. a Tollgate 3, 4 or 5 has not been achieved within three (3) months of the relevant Tollgate Date by which they should have been achieved;

then:

* + - * 1. HGSU may treat the right of termination as a right of termination of the Global Services Agreement; and
        2. all CELEBRATION BANK Contracting Party may treat the right of termination as a right of termination of their respective Local Service Agreements,

each and all of which shall be terminable on the same grounds as that on which the Primary Local Services Agreement was or is to be terminated.

* + - 1. Each Supplier Contracting Party accepts and acknowledges that HGSU may be responsible for effecting termination of the relevant Local Services Agreements and, if required, is afforded the right to do so, pursuant to the Contracts (Rights of Third Parties) Act 1999 or such other equivalent rule of law. The Supplier Contracting Party expressly agrees that it will not challenge a notice of termination issued by HGSU in respect of a Local Services Agreement on the basis of locus standi, privity or any other doctrine relating to HGSU's ability to exercise rights in relation to a contract to which it is not a party.
    1. Termination by the Supplier
       1. Subject to clause 20 (*Resolution*), the Supplier may terminate a Local Services Agreement:
          1. immediately on written notice if it becomes apparent that the CELEBRATION BANK Contracting Party has become insolvent or has had a receiver appointed or applied for or has called a meeting of creditors or resolved to go in to liquidation (except for bona fide amalgamation or reconstruction while solvent) or has had a petition lodged against it in relation to any potential insolvency which is not successfully opposed within thirty (30) days of being lodged; or
          2. upon giving not less than twenty (20) Business Days' prior written notice to the CELEBRATION BANK Contracting Party (and copied to CELEBRATION BANK ) if the CELEBRATION BANK Contracting Party fails within such period to make any payments which are due (and which are not disputed) provided such amount of such non-payment exceeds the greater of (A) twenty per cent (20%) of the expected annual Charges for the Contract Year in respect of the relevant Local Services Agreement as predicted by the Price Book and (B) two months' Charges in respect of the relevant Local Services Agreement, and the CELEBRATION BANK Contracting Party fails to make payments within forty-five (45) days of the CELEBRATION BANK Contracting Party's being notified by the Supplier Contracting Party that if payment is not made within such forty-five (45) Business Days, the Supplier will terminate the Local Services Agreement pursuant to this clause 23.3.1.2.
       2. The termination rights of the Supplier as set out in this clause 23.3 are the sole termination rights of the Supplier, whether arising under the terms of the Global Services Agreement or a Local Services Agreement or pursuant to common law or otherwise. The Supplier expressly waives all other rights of termination it may have otherwise accrued hereunder, whether pursuant to these contract provisions or at common law.
       3. Any provisions in the Global Services Agreement or a Local Services Agreement giving rise to termination or suspension rights in favour of the Supplier shall not apply to the extent that the rights:
          1. arise out of or in connection with a Resolution Event; or
          2. arise on a 'cross default' basis which may be triggered by any pre Resolution Event.

## CONSEQUENCES OF TERMINATION

* + 1. On termination of this Global Services Agreement or any Local Services Agreement, but save to the extent the relevant material is required to provide Services under another Local Services Agreement, the Supplier shall promptly return to CELEBRATION BANK or delete or Delete (at CELEBRATION BANK discretion, to be exercised, in relation to CELEBRATION BANK Personal Data, as set out in section 10 of schedule 20 (*Data Protection Addendum*) all CELEBRATION BANK Personal Data and CELEBRATION BANK Data (and any amendments or alterations to such data) and all copies thereof and all other data and information belonging to CELEBRATION BANK or an CELEBRATION BANK Group Member which was delivered to, generated by or otherwise used or processed by or on behalf of the Supplier in respect of the Global Services Agreement or the relevant Local Services Agreement(s).
    2. Where CELEBRATION BANK terminates a Local Services Agreement pursuant to clause 23.2.1.1, CELEBRATION BANK shall pay the Termination Fees as calculated pursuant to schedule 3 (*Charges and Payments*).
    3. Where CELEBRATION BANK terminates a Local Services Agreement pursuant to Clause 4.10.8, Clause 9.2, Clause 16.2, Clause 17.4.2, Clause 22.12, Clause 23.1.3, Clause 23.2.1.2, Clause 23.2.1.3, Clause 23.2.1.4, and paragraph 6.4 of Schedule 4 (*Benchmarking*) (provided these are triggered without reference to any default on the part of the Supplier) and where the Supplier terminates a Local Services Agreement pursuant to Clause 23.3.1, CELEBRATION BANK shall pay the "standard termination fee" charge element of the Termination Fees, in accordance with Schedule 3 (*Charges and Payments*).
    4. Except for termination by CELEBRATION BANK under clause 23.1.1.1 or clause 23.2.1.1, CELEBRATION BANK shall be entitled to a pro rata refund of any and all pre-paid Charges and any other fees in respect of any terminated Services that relate to any period after the relevant termination date.
    5. Any partial termination of the Global Services Agreement and/or Local Services Agreement will lead to an equitable reduction in the Charges payable by CELEBRATION BANK .
    6. Termination or expiry of the Global Services Agreement or any Local Services Agreement (or any part thereof), including any stated to be without liability on the part of one or more party, shall not affect any rights accrued prior to termination or expiry.
    7. When requested by CELEBRATION BANK , the Supplier will provide the Termination Assistance. The Supplier will at all times comply with schedule 10 (*Exit Planning, Management and Implementation*). Termination Assistance shall be provided, and the Supplier shall comply with, schedule 10 (*Exit Planning, Management and Implementation*) beyond the end of an LSA Term and, for clarity, the GSA Term.

## STEP IN

* + 1. Without prejudice to any of CELEBRATION BANK 's other rights and remedies under the Global Services Agreement and/or a Local Services Agreement or at law, CELEBRATION BANK may, in its sole discretion, by notice in writing to the Supplier appoint an internal management team to manage or provide the Services (or part thereof) where:
       1. a material breach by the Supplier of any of its obligations under the Global Services Agreement and/or a Local Services Agreement has occurred which has created, or is likely to result in, a material interruption or disruption in the provision of the Services;
       2. the Supplier has achieved an NPS Survey Score of no more than 2.0 in respect of the Global NPS Survey in three (3) consecutive Quarters;
       3. a Regulatory Authority advises CELEBRATION BANK or an CELEBRATION BANK Group Member in writing that the exercise of CELEBRATION BANK 's step in rights under this clause 25 is necessary or desirable; or
       4. CELEBRATION BANK has served a notice of termination in accordance with the Global Services Agreement and/or a Local Services Agreement and Supplier's behaviour as a result of such termination has created, or is likely to result in, a material interruption or disruption in the provision of the Services; or
       5. CELEBRATION BANK has reasonable grounds to suspect that the circumstances in clauses 25.1.1 to 25.1.2 are more likely than not to occur provided that CELEBRATION BANK has permitted the Supplier the opportunity to prepare a remediation plan pursuant to clause 25.2.
    2. Where the Supplier is demonstrably not paying Invoices on time, or at all, such that this causes significant disruption to CELEBRATION BANK 's operations, the parties' respective Executive Sponsors shall meet to discuss such issues and agree the most appropriate resolution. If the parties' Executive Sponsors are not able to agree on the appropriate resolution then CELEBRATION BANK shall be entitled to exercise its rights of step-in pursuant to the remainder of this clause 25.
    3. Where practicable in light of the immediate potential impact on CELEBRATION BANK and/or CELEBRATION BANK Contracting Party, in respect of clauses 25.1.1 to 25.1.4, and in all cases in respect of clause 25.1.5 before CELEBRATION BANK exercises its right of step in under this clause 25 it shall permit the Supplier the opportunity to demonstrate to CELEBRATION BANK 's reasonable satisfaction (provided that the Supplier does so within two Business Days of receiving notice from CELEBRATION BANK ) that the Supplier is still able to provide the Services in accordance with the terms of the Global Services Agreement and/or Local Services Agreement and/or remedy the circumstances giving rise to the right to step in without the requirement for CELEBRATION BANK to take action, in which event the Supplier shall prepare a remediation plan for the resolution of the relevant circumstances and shall implement the plan with in the timescales stated therein.
    4. In exercising its rights of step in, CELEBRATION BANK may itself take such steps as it considers to be appropriate (either itself or by engaging others to take any such steps) to ensure performance of the Services or any element of the Services to the standards required by the Global Services Agreement and/or a Local Services Agreement (or as close as possible to those standards as the circumstances permit), to either assume the performance of the relevant Services (including relevant Services provided by any Sub Contractor) or work with the Supplier in performing all or any part of the relevant Services provided by any Sub Contractor). After the rights of step in have been exercised for a continuous period of three (3) months, CELEBRATION BANK shall either:
       1. issue a Step Out Notice pursuant to clause 25.9; or
       2. terminate the relevant Local Services Agreement, either on not less than one (1) months' written notice or otherwise pursuant to one of the circumstances described in clause 23.2.2, as applicable. CELEBRATION BANK may continue to exercise the rights of step in for any applicable notice period and Termination Assistance Period.
    5. In any case in which CELEBRATION BANK appoints any person to work with the Supplier in providing all or any part of the Services (including any Services provided by any sub- contractor) pursuant to this clause 25, or in which CELEBRATION BANK decides to take the necessary steps itself, the Supplier shall cooperate fully and in good faith with that person and/or CELEBRATION BANK , and any rights and licences granted to CELEBRATION BANK pursuant to the Global Services Agreement and/or a Local Services Agreement shall be automatically extended to such third party, provided that such third party agrees to security and confidentiality requirements no more onerous than set out in this Global Services Agreement.
    6. Where CELEBRATION BANK considers it to be necessary or expedient to do so, the steps which CELEBRATION BANK may take pursuant to this clause 25 shall include the partial or total suspension of the obligation of the Supplier to provide all or any part of the affected Services until such time as the Supplier shall have demonstrated to the satisfaction of CELEBRATION BANK that it shall perform (and is capable of performing) its obligations in respect of the relevant Services to the required standard, or a period of sixty days, whichever is less.
    7. While the Supplier's rights and obligations to provide all or any part of the Services are suspended as a result of the circumstances referred to in clause 25.6, CELEBRATION BANK shall not be obliged to pay the relevant Charges in respect of the suspended elements of the Services.
    8. The Supplier shall:
       1. bear any costs or expenses incurred by the Supplier in taking such steps as are required by CELEBRATION BANK pursuant to this clause 25;
       2. on demand reimburse CELEBRATION BANK for such reasonable costs and expenses incurred by it in relation to taking the steps, or engaging others to take the steps, under this 25 or incurred by CELEBRATION BANK in requiring the Supplier to take such steps where it stepped in pursuant to:
          1. clauses 25.1.1, 25.1.2, 25.1.3 by reason of an act or omission of the Supplier,
          2. clause 25.1.4 by reason of Supplier's breach of the Local Services Agreement, or
          3. clause 25.1.4 or clause 25.1.5 where the circumstance did occur,

subject, in all such cases, to an aggregate cap of 50% of the Base Charges in respect of the period of step in or four (4) months, whichever is the shorter, with such cap to be equitably prorated for any partial Step In; and

* + - 1. have deducted from any amount payable to it by CELEBRATION BANK under the provisions of the Global Services Agreement and/or a Local Services Agreement any amount payable to CELEBRATION BANK under clause 25.8.2.
    1. Before ceasing to exercise its step in rights CELEBRATION BANK shall deliver a written notice (**"Step Out Notice"**) to the Supplier, specifying in reasonable detail (to the extent that it is reasonably practicable in the circumstances):
       1. the action it has taken in exercising the step in right; and
       2. the date on which, subject to CELEBRATION BANK being satisfied with the plan the Supplier is required to develop under clause 25.6 and the Supplier's ability to, and progress in, implementing it, it plans to conclude that action (**"Step Out Date"**).
    2. The Supplier shall, following receipt of a Step Out Notice and not less than ten (10) Business Days in advance of the Step Out Date, develop a plan to restore the affected Services to the standards required by the Global Services Agreement and/or a Local Services Agreement by the Step Out Date, which it shall agree with CELEBRATION BANK in writing. Following agreement of that plan, the Supplier shall implement it and shall devote sufficient resources to ensure that delivery of the affected Services is restored to the Service Levels from the Step Out Date or as otherwise agreed by the parties in writing.

## RELIEF NOTICE

* + 1. The Supplier shall only not be in breach of its service obligations under the Global Services Agreement and/or a Local Services Agreement if and to the extent:
       1. the Supplier's non-performance results directly from a Relief Event;
       2. the Supplier uses all reasonable endeavours to mitigate the Relief Event and to perform the Services notwithstanding the Relief Event; and
       3. the Supplier notifies CELEBRATION BANK 's Head of BPO Procurement as soon as the Supplier becomes aware of the Relief Event where reasonably possible via a notice in the format specified in schedule 13 (*Relief Notice*) (**"Relief Notice"**).
    2. Such Relief Notice shall specify the following information:
       1. the affected Services;
       2. the cause(s) of the delay or interruption to the extent the Supplier is aware of them; and
       3. details of the extent of the likely delay or interruption to the knowledge of the Supplier.
    3. If the Supplier is not fully aware of the details required by clause 26.2 at the time of the submission of the Relief Notice, the Supplier shall provide further details to CELEBRATION BANK as the Supplier becomes aware of them.
    4. The service of a Relief Notice shall not, in and of itself, bind CELEBRATION BANK . Any dispute as to any submitted Relief Notice shall be submitted for resolution in accordance with the Dispute Resolution Procedure. Notwithstanding the submission of a Relief Notice, the Supplier shall perform and/or recommence performance of the affected Services as soon as reasonably possible.
    5. Where a Relief Event is a CELEBRATION BANK failure is comply with the CELEBRATION BANK Responsibilities that will cause the Supplier to incur additional costs in the performance of the Services, the Supplier shall promptly notify CELEBRATION BANK of the likely costs and the reason they will be incurred. The Supplier shall follow CELEBRATION BANK 's reasonable instructions in relation to the activities that could give rise to the additional costs on the basis that if CELEBRATION BANK requires the Supplier to perform those activities CELEBRATION BANK will pay those costs to the Supplier in

the amount agreed between the parties, via the Change Control Procedure. The provisions of this clause 26 are the Supplier's exclusive remedy for any Relief Event.

## GENERAL

* + 1. Counterparts

The Global Services Agreement and Local Services Agreements may be executed in any number of counterparts (including by e-signature), each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

* + 1. Further Assurance

The Supplier shall, at its sole cost and expense, do and/or procure to be done all such further acts and things and execute and/or procure the execution of all such other documents as CELEBRATION BANK may from time to time reasonably require for the purpose of giving CELEBRATION BANK and the other relevant CELEBRATION BANK Group Members the full benefit of the provisions of the Global Services Agreement and Local Services Agreements.

* + 1. Entire Agreement
       1. As between CELEBRATION BANK and the Supplier the entire agreement shall comprise the Global Services Agreement (as amended from time to time pursuant to the terms of this Global Services Agreement) and the documents incorporated hereto by reference all as may be amended from time to time, and supersede all prior agreements, representations, statements, negotiations, arrangements and understandings between them relating to the subject matter hereof.
       2. As between an CELEBRATION BANK Contracting Party and a Supplier Contracting Party the entire agreement shall comprise the Local Services Agreement (as amended from time to time pursuant to the terms of this Global Services Agreement and the Local Services Agreement) incorporating the Global Services Agreement, and the documents incorporated hereto by reference (including the terms of the Global Services Agreement as varied by the relevant In-Scope Country's specific amendments as these are set out in the relevant Local Services Agreement) all as may be amended from time to time, and supersede all prior agreements, representations, statements, negotiations, arrangements and understandings between them relating to the subject matter hereof.
       3. Each party confirms that it has not relied upon, and (subject to clause 27.3.5) shall have no remedy in respect of, any agreement, warranty, statement, representation, understanding or undertaking made by any party (whether or not a party to the Global Services Agreement or relevant Local Services Agreement) unless that warranty, statement, representation, understanding or undertaking is expressly set out in the Global Services Agreement or relevant Local Services Agreement.
       4. Subject to clause 27.3.5 neither party shall be entitled to the remedies of rescission or damages for misrepresentation arising out of, or in connection with, any agreement, warranty, statement, representation, understanding or

undertaking whether or not it is set out in the Global Services Agreement or relevant Local Services Agreement.

* + - 1. Nothing in the Global Services Agreement or Local Services Agreement shall restrict or exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.
    1. Severability

If any provision of the Global Services Agreement or relevant Local Services Agreement is held by a court or competent authority to be invalid, illegal or unenforceable and can be deleted without altering the essence of the Global Services Agreement or relevant Local Services Agreement, the unlawful provision will be severed and the remaining provisions will remain valid and in full force and effect. In the event that such provision cannot be so deleted, then the Supplier and CELEBRATION BANK shall, negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

* + 1. Survival

Any provisions of this Global Services Agreement or relevant Local Services Agreement that is expressly stated or is intended to survive termination shall survive termination of them as the context requires.

* + 1. Waiver

A delay in exercising or failure to exercise a right or remedy under or in connection with the Global Services Agreement or relevant Local Services Agreement will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

* + 1. Cumulative nature of remedies

Except where otherwise explicitly agreed, all right and remedies granted in the Global Services Agreement and Local Services Agreement(s) are cumulative and not exclusive of any other remedy or right in the Global Services Agreement and Local Services Agreement(s) or under an Applicable Law, and no exercise of any right or remedy shall restrict or prejudice any further exercise of it.

* + 1. Bail In
       1. Notwithstanding any other term of this Global Services Agreement or a Local Services Agreement or any other agreements, arrangements, or understandings between CELEBRATION BANK , CELEBRATION BANK Contracting Party and CELEBRATION BANK Group Members and the Supplier, the Supplier Contracting Party and Supplier Affiliates, the Supplier and the Supplier Contracting Parties acknowledge, accept, and agree to be bound by the effect of the exercise of the UK bail in power by the Relevant Authority in relation to any liability of CELEBRATION BANK and/or CELEBRATION BANK Contracting Party to the Supplier and Supplier Contracting Parties under the Global Services Agreement and the Local Services Agreements,

that may include and result in any of the following, or some combination thereof:

* + - * 1. the reduction of all, or a portion, of the liability;
        2. the conversion of all, or a portion, of the liability into shares, other securities or other obligations of CELEBRATION BANK , CELEBRATION BANK Contracting Party and/or CELEBRATION BANK Group Members or another person (and the issue to or conferral on the Supplier and Supplier Contracting Parties of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of the Global Services Agreement and Local Services Agreements;
        3. the cancellation of the liability;
        4. the amendment or alteration of the amounts due in relation to the liability, including any interest, if applicable, thereon, or the dates on which any payments are due, including by suspending payment for a temporary period; and/or
        5. the variation of the terms of the Global Services Agreement and any Local Services Agreement, if necessary, to give effect to the exercise of the UK bail in power by the Relevant Authority.
      1. For the purpose of this clause 27.8 the "UK bail in power" is any write down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised pursuant to and in compliance with, any laws, regulations, rules or requirements in effect in the United Kingdom, relating to the transposition of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms as amended from time to time, including but not limited to the Banking Act 2009 as amended from time to time, and the instruments, rules and standards created thereunder pursuant to which:
         1. any obligation of the Supplier and Supplier Contracting Parties (or other affiliate of such entity) can be reduced, cancelled, modified, or converted into shares, other securities, or other obligations of such regulated entity or any other person (or suspended for a temporary period); and
         2. any right in a contract governing an obligation of the Supplier and Supplier Contracting Parties may be deemed to have been exercised.
    1. Notices
       1. All notices shall be given in writing (including where agreed by email) and in respect of this Global Services Agreement shall be sent to the following:

**CELEBRATION BANK : Supplier, s**ubject to Clause 27.9.5: For the attention of Global Head of BPO For the attention of General Counsel

CELEBRATION BANK Group Management Services Level 38

42 Old Ridgebury Road,

8 Canada Square London

E14 5HQ UK

Copy (for information purposes only) to: Chief Operations Officer, Procurement: Level 38, 8 Canada Square, London E14 5HQ

First Floor, Danbury, CT 06810

Copy (for information purposes only) to: General Counsel, 1155 Avenue of the Americas, 4th Floor, New York, NY 10036;

Further copy (for information purposes only) to: Legal and Compliance Department, PRO Europe, 4th Floor,

66 Buckingham Gate, London, SW1E 6AU.

* + - 1. A notice sent by post or courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered forty eight (48) hours after despatch. A notice sent by electronic means shall be deemed to have been received on the first Business Day following its despatch provided (in the case of fax) notification of a successful and complete transmission is obtained.
      2. Where a notice relates to a Local Services Agreement to which an CELEBRATION BANK Group Member and/or a Supplier Affiliate is a party, such notices shall be sent to such CELEBRATION BANK Contracting Party and/or Supplier Contracting Party as set out in the relevant Local Services Agreement, with a copy, for information purposes only, to the CELEBRATION BANK and Supplier recipient identified in clause 27.9.1 above.
      3. This clause 27.9 will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.
      4. The Supplier irrevocably appoints PRO UK Ltd, having its office at 66 Buckingham Gate, London SW1E 6AU, to receive on its behalf service of any action, suit or other proceedings in connection with the Global Services Agreement and/or any Local Agreement. If any person appointed as process agent ceases to act for any reason, the Supplier shall notify CELEBRATION BANK and shall promptly appoint another entity incorporated within England to act as its process agent and shall notify CELEBRATION BANK of the name and address of the replacement agent. Failing such appointment and notification, CELEBRATION BANK shall be entitled by notice to the Supplier to appoint a replacement agent to act on the Supplier's behalf.
    1. Third Parties
       1. Except as set forth in clause 23.2.5 and the remainder of this clause 27.10, nothing in the Global Services Agreement and Local Services Agreement(s) is intended to, nor shall, create any right enforceable by any third party or person not a party to the Global Services Agreement and Local Services Agreement(s) and the Contracts (Rights of Third Parties) Act 1999 shall not otherwise apply to the Global Services Agreement and Local Services Agreement(s);
       2. A Regulatory Authority may enforce clause 14 (*Audit Rights and Records*);
       3. Any CELEBRATION BANK Group Member may enforce any terms of the Global Services Agreement and Local Services Agreement(s) that expressly or implicitly benefits it or any other CELEBRATION BANK Group Member;
       4. a Successor Supplier may enforce the indemnities from which it benefits in Schedule 8 (*Personnel*);
       5. a Supplier Affiliate that is not a Supplier Contracting Entity may enforce the terms of a Local Services Agreement that expressly or impliedly benefit it, where: (i) the Supplier Contracting Entity is not entitled at law and/or in equity, and is prohibited by any court rules, to bring claims on behalf of the relevant Supplier Affiliates, and (ii) the relevant Supplier Affiliates are expressly listed in the Local Services Agreement.
    2. The enforcement rights granted to CELEBRATION BANK Group Members in clause 27.10.3 are subject to the following restrictions and qualifications:
       1. CELEBRATION BANK may enforce any term of the Global Services Agreement and Local Services Agreement(s) on behalf of CELEBRATION BANK Group Members;
          1. before bringing proceedings under the Contracts (Rights of Third Parties) Act 1999, to enforce rights granted to it pursuant to clause 27.10.3, the CELEBRATION BANK Group Member shall give written notice to the parties confirming agreement to the relevant clauses; and
          2. the Supplier's liability to CELEBRATION BANK Group Members shall be governed by all of the provisions of the Global Services Agreement and the relevant Local Services Agreement(s).
    3. The parties may vary, terminate or rescind the Global Services Agreement and relevant Local Services Agreement(s) without the consent of any third party beneficiary.
    4. In light of the United Kingdom of Great Britain and Northern Ireland's notification to the European Council in accordance with Article 50(2) of the Treaty on the European Union withdraw from the European Union pursuant to Article 2 of the Treaty on the European Union dated 29 March 2017 (the **"EU Withdrawal"**) either party may request a meeting with the other so as to discuss the implications of the EU Withdrawal and whether, and if so, the extent to which the Global Services Agreement and relevant Local Services Agreement(s) needs to be amended to take account of the EU Withdrawal.

## DISPUTES

* + 1. If at any time a dispute arises out of or in connection with the Global Services Agreement and/or Local Services Agreement(s), representatives of CELEBRATION BANK and the Supplier shall in the first instance meet in good faith with a view to resolving the dispute within a period of fifteen (15) Business Days from the day the dispute first arises.
    2. Should the parties not be able to resolve the dispute within fifteen (15) Business Days, then both parties shall refer the matter to their own appropriate senior manager(s) respectively for resolution.
    3. If the relevant senior manager(s) of CELEBRATION BANK and the Supplier respectively are unable to resolve the dispute within a further ten (10) Business Days, then the parties may, by agreement, attempt to settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. To initiate mediation, the initiating party must give notice in writing to the other Party and send a copy of the notice to CEDR. The mediation will start not later than twenty (20) Business Days after the notice. Subject to clause 28.5, the parties agree not to commence any court proceedings in relation to the dispute until they have attempted to settle the dispute by mediation and that mediation has either terminated or failed or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.
    4. Unless otherwise agreed in writing, the costs of any mediation carried out pursuant to this clause shall be shared equally between the parties.
    5. Nothing in the Global Services Agreement and/or Local Services Agreement(s) shall prevent either Party from taking such action as it deems appropriate (including any application to a relevant court) for injunctive or other emergency or interim relief in relation to its Intellectual Property Rights or Confidential Information (or the Intellectual Property Rights or Confidential Information of, in the case of CELEBRATION BANK or any CELEBRATION BANK Group Member or the Intellectual Property Rights or Confidential Information of, in the case of the Supplier or any Supplier Affiliate or sub contractor).
    6. For the avoidance of doubt, in the event of any dispute the Supplier will continue to comply with their obligations under the Global Services Agreement and/or Local Services Agreement(s) and will procure the continued delivery of any and all Services fully in accordance with their obligations under the Global Services Agreement and/or Local Services Agreement(s).

## PARENT COMPANY GUARANTEE

* + 1. As a condition of HGSU entering into the Global Services Agreement, the Supplier shall procure that the Guarantor enters into the Parent Company Guarantee with HGSU with effect from the GSA Effective Date.
    2. If at any time the Parent Company Guarantee is not in force, the Supplier shall, within five (5) Business Days, procure an alternative is put in place on equivalent terms. If the Parent Company Guarantee is not in place at the expiry of this five (5) Business Days period, CELEBRATION BANK may terminate the Global Services Agreement and all Local Services Agreements by way of the Supplier's irremediable material breach.

## GOVERNING LAW AND JURISDICTION

The Global Services Agreement and all Local Services Agreements and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non- contractual disputes or claims) shall in all respects be governed by and construed in accordance with the laws of England and Wales and the parties hereto submit to the exclusive jurisdiction of the English Courts in respect of the same.

**SIGNED** for and on behalf of

## CELEBRATION BANK GLOBAL SERVICES (UK) LIMITED

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Digitally signed by: Jennifer Jarn

DN: CN = Jennifer Jarn Date: 2017.05.31 18:05:24 Z

Location: Jennifer Jarn, Head of Procurement - UK

Signature:

Full Name:

Position:

Date:



**SIGNED** for and on behalf of

## PRO INTERNATIONAL, INC.

Signature:



Full Name:



Position:



Date:



## SCHEDULE 1: THE SERVICES

1. **INTRODUCTION**
   1. The Services are described in overview form and further detail of the Services is listed within the tables in the sections set out below and the party responsible for that activity is identified. For part 2 (Systems), some Services are also described in further detail outside the tables. These are not exhaustive lists of the activities required to be completed within the Services (including Systems) or the processes to be followed which may be agreed between the parties, or determined by CELEBRATION BANK in line with CELEBRATION BANK Policies and Procedures pursuant to clause 4.4.1.6 of the Global Services Agreement.
   2. Without prejudice to the generality of this schedule 1 (*The Services*), as part of Solution ID Phase, the parties will review the CELEBRATION BANK standard operating procedures that exist as at the GSA Effective Date and shall agree the extent to which they shall be changed. Once agreed, these shall form the **"Standard Operating Procedures"**. The Supplier shall regularly update the Standard Operating Procedures as required to reflect agreed Changes in the operating procedures for the applicable Services and shall agree such updates with CELEBRATION BANK .
   3. The Supplier acknowledges and understands that the Supplier's role shall require it to be proactive in its management of the Services and in undertaking it responsibilities. This includes working closely with the relevant CELEBRATION BANK team or individual to ensure that all processes and activities are carried out effectively and efficiently and the Supplier proactively requests and chases items which are stated to be CELEBRATION BANK tasks.
   4. Subject to compliance with clause 10.2 of the Global Services Agreement, save in respect of the need to enter into a separate Trade Mark Licence, the Supplier may use CELEBRATION BANK 's trademarks for CELEBRATION BANK branding on the Supplier's Service Delivery Centre floors in posters, visuals and branding so as to create a CELEBRATION BANK environment for the Supplier's Service Delivery centre teams.

## NOT USED

**Part 1: Services Lines**

## INTRODUCTION

* 1. This part 1 sets forth the parties' obligations in respect of the following Services:
     1. Procurement Support Desk Services;
     2. Operational Sourcing Services;
     3. Source to Contract Engine Services;
     4. Requisition Management Services; and
     5. Accounts Payable Services, each a **"Service Line"**.

## PROCUREMENT SUPPORT DESK

* 1. Objectives and Process Overview

The Procurement Support Desk provides a single point of contact for CELEBRATION BANK 's customers, employees, Vendors and business partners in respect of Non-Technical Queries. The Procurement Support Desk Services described below are designed to facilitate and support the performance of procurement-related operations.

The Supplier shall provide support with a focus on first time resolution of queries/issues or correct escalation to another team who can resolve. All processing is to be undertaken in line with the CELEBRATION BANK Policies and Procedures and agreed Key Metrics and KPIs.

|  |  |  |  |
| --- | --- | --- | --- |
| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
|  | **Business Support** |  |  |
| 2.1.1 | From the Go Live Date, the Supplier shall provide a support desk, with such support desk providing, without limitation, those services set out in this table **("Procurement Support Desk"** or **"PSD"**).  The Supplier shall provide CELEBRATION BANK with the contact details of the Procurement Support Desk (including all relevant telephone numbers, emails and the Ticketing Solution to CELEBRATION BANK 's procurement operations team.  When there are any changes or additions to any of the contact details of the Procurement Support Desk (including when new countries are brought into the scope of the Services), the Supplier shall communicate such changes or additions to CELEBRATION BANK 's procurement operations team. |  | X |
| 2.1.2 | Respond to and resolve all Non-Technical Queries emanating from any employees, contractors and/or |  | X |

|  |  |  |  |
| --- | --- | --- | --- |
| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
|  | other personnel within CELEBRATION BANK and from its Vendors (**"End Users"**). |  |  |
| 2.1.3 | Provide the Procurement Support Desk Services set out in this table, during the support hours and Support Days, as set out in schedule 17 (*Approved Locations*). |  | X |
| 2.1.4 | Provide and maintain a telephony solution as set out in part 2 to this schedule 1 (*The Services*), for calls to be received into the Procurement Support Desk in order to facilitate Non-Technical Queries from End Users in each In-Scope Country, in the languages set out in schedule 17 (*Approved Locations*). |  | X |
| 2.1.5 | Use CELEBRATION BANK 's email solution for emails to be sent to and received by the Procurement Support Desk in order to facilitate Non-Technical Queries from End Users in each In-Scope Country, in the languages set out in schedule 17 (*Approved Locations*). |  | X |
| 2.1.6 | Ensure that a Ticket is raised in the Ticketing Solution in respect of all new Non-Technical Queries reported via calls, emails and any other reporting means set out herein or as otherwise agreed between the parties and ensure such Tickets are promptly logged into the  agreed central repository. In addition, the Supplier shall ensure that any further contact (via any means) from  the End User is recorded and tracked against the correct Ticket. |  | X |
| 2.1.7 | Ensure that all Tickets are classified and prioritised by the Supplier in accordance with any relevant definitions agreed by the parties from time to time. |  | X |
| 2.1.8 | Retain all calls, emails and other contacts from End Users in respect of any Non-Technical Queries in accordance with section 3 of part 2 to this schedule 1 (*The Services*). |  | X |
| 2.1.9 | Provide CELEBRATION BANK with a weekly status report that provides an overall summary of the performance of the Procurement Support Desk Services containing such information as may be reasonably required by CELEBRATION BANK ,  including response and resolution times and escalations (as set out in section 2.1.12 below) in respect of all  Non-Technical Queries. |  | X |
| 2.1.10 | Track the performance of the Procurement Support Desk Services against the applicable Key Metrics and KPIs, summarise such performance in a dashboard format as required by CELEBRATION BANK , and discuss such |  | X |

|  |  |  |  |
| --- | --- | --- | --- |
| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
|  | performance in a monthly meeting with CELEBRATION BANK as set out in schedule 9 (*Governance*). |  |  |
| 2.1.11 | Each Calendar Quarter, attend a review meeting as set out in schedule 9 (*Governance*) with CELEBRATION BANK to review:  (i) the performance of the Procurement Support Desk against the Key Metrics and KPIs, (ii) the applicable Procurement Support Desk processes, and (iii) customer satisfaction with the Procurement Support Desk. The Supplier shall implement any Procurement Support Desk service improvement initiatives which are agreed at such review meetings. |  | X |
| 2.1.12 | Escalate any Non-Technical Queries in cases where the answer or response is not known by the team member initially handling the Non-Technical Query.  Escalations may be to other personnel providing Procurement Support Desk Services, to other Supplier teams providing Services or to CELEBRATION BANK teams, in accordance with the escalation processes agreed between the parties from time to time. Once a Non- Technical Query has been resolved by CELEBRATION BANK , the Supplier shall ensure that such information, once provided by CELEBRATION BANK , is retained such that an escalation will not be required in respect of the same Non- Technical Query arising again in the future. |  | X |
| 2.1.13 | Ensure that all End Users are kept informed on the progress of applicable Non-Technical Queries and any queries raised, in accordance with Good Industry Practice and any applicable Key Metrics and KPIs. |  | X |
| 2.1.14 | Obtain regular feedback from End Users on the performance of the Procurement Support Desk, and the Supplier shall provide such feedback to CELEBRATION BANK upon CELEBRATION BANK 's request. |  | X |
| 2.1.15 | Direct all Technical Queries to CELEBRATION BANK 's appropriate IT team for further action. The Supplier shall notify the End User of any known IT incidents that CELEBRATION BANK has informed it of pursuant to section 2.1.19 below. For clarity, this does not oblige the Supplier to resolve Technical Queries. |  | X |
| 2.1.16 | The parties shall agree via the Change Control Procedure set out in schedule 5 (*Change Control Procedure*) any changes to the process followed by the Procurement Support Desk (including when new countries are brought into the scope of the Services) in respect of the Procurement Support Desk Services. |  | X |

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| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
| 2.1.17 | Follow the escalation route agreed between the parties in respect of escalations set out in section 2.1.12 above. | X |  |
| 2.1.18 | Ensure that the appropriate CELEBRATION BANK IT team responds to or resolves IT Technical Queries referred to it by the Supplier as set out above, in line with CELEBRATION BANK standard practices. | X |  |
| 2.1.19 | Communicate any known IT technical incident to the Supplier in order for the Supplier to inform End Users of such incidents as set out in section 2.1.15 above. | X |  |
| 2.1.20 | CELEBRATION BANK to communicate to the Supplier any change to the CELEBRATION BANK IT team engagement process for raising a Technical Query. | X |  |
|  | Triage |  |  |
| 2.1.21 | Provide the Procurement Support Desk and receive sourcing and/or buying requests from End Users (excluding Vendors' End Users) and collect all relevant information and process the PSR on the relevant Licensed CELEBRATION BANK System. |  | X |
| 2.1.22 | Ensure that any sourcing and/or buying requests are retrieved from any CELEBRATION BANK online systems notified to it by CELEBRATION BANK when such request is received by the Supplier and directing the relevant End User to the correct Buying Channel, where one exists, or where one does not exist, to create a PSR. |  | X |
| 2.1.23 | Validate business requirements and apply appropriate checks and triage rules as notified to the Supplier by CELEBRATION BANK from time to time, in order to direct the request to the correct Buying Channel, where one exists. |  | X |
| 2.1.24 | Apply triage criteria provided by CELEBRATION BANK from time to time pursuant to section 2.1.25 below and route as appropriate within the CELEBRATION BANK business or to the Supplier (as applicable). |  | X |
| 2.1.25 | Define triage criteria from time to time for the handling and routing of sourcing and/or buying requests and provide these criteria to Supplier. | X |  |
| 2.1.26 | Provide to the Supplier any updates to CELEBRATION BANK Policies and Procedures relevant to the Procurement Support Desk Services, such as any change in the operational sourcing rules. | X |  |

## OPERATIONAL SOURCING

* 1. Objectives and Process Overview

The Supplier is responsible for sourcing goods and services from Vendors in order to meet CELEBRATION BANK 's requirements from time to time. The Supplier's responsibilities in connection with any given Sourcing Project are set out in the table below, including project initiation through to signature of a Vendor Agreement and subsequent appropriate handovers and actions, including new Vendor Agreements, renewals of Vendor Agreements, Terminations, Amendments, Novations and escrow arrangements relating to Vendor Agreements.

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| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
|  | **All Sourcing** |  |  |
| 3.1.1 | In respect of all activity relating to different Sourcing Projects, including new Vendor Agreements, Amendments, Call-offs, Assignments, Novations or Terminations, the Supplier shall perform the Services identified as Supplier responsibilities in this table. |  | X |
| 3.1.2 | In respect of all activity relating to different Sourcing Projects, including new Vendor Agreements, Amendments, Call-offs, Assignments, Novations or Terminations, CELEBRATION BANK shall perform the responsibilities identified as CELEBRATION BANK responsibilities set out in in this table. | X |  |
| 3.1.3 | Assess CELEBRATION BANK 's Sourcing Project requirement against CELEBRATION BANK 's category strategy in place from time to time and seek to optimise the solution and to otherwise meet CELEBRATION BANK 's sourcing requirement, to bring the best value to CELEBRATION BANK through the use of the most appropriate existing sourcing and Buying Channel (including the Legal Pre-Approved Processes where applicable). |  | X |
| 3.1.4 | Engage with the CELEBRATION BANK business, CELEBRATION BANK Legal and/or other CELEBRATION BANK SMEs and obtain input, where required, including during scoping, tender, contract negotiations, amendment and termination phases in line with the relevant CELEBRATION BANK Policies and Procedures. |  | X |
| 3.1.5 | Ensure compliance with all CELEBRATION BANK Policies and Procedures that impact procurement and Vendor risk management. The Supplier must be able to demonstrate that adequate  business controls are in place to ensure compliance with the foregoing and the relevant CELEBRATION BANK Policies and Procedures in respect of any given Sourcing Project. |  | X |
| 3.1.6 | Provide access to all relevant CELEBRATION BANK Policies and Procedures including functional instruction manuals | X |  |

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| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
|  | (FIMs). |  |  |
| 3.1.7 | In all cases where CELEBRATION BANK internal, restricted or highly restricted information is included in any tender or other document, comply with the requirements of all relevant CELEBRATION BANK Policies and Procedures from time to time relating to such information and which must be adhered to when:  (a) issuing tender documentation to Vendors; and (b) receiving and circulating responses to business areas or other interested parties. |  | X |
| 3.1.8 | In order to mitigate the risks relating to and the avoidance of bribery, and in order to maintain fairness, ensure bids are opened and reviewed from Vendors at the same time as the bids of other Vendors for the same Sourcing Project. |  | X |
| 3.1.9 | Engage with CELEBRATION BANK Legal and other CELEBRATION BANK SMEs and obtain input, where required, in line with the relevant CELEBRATION BANK Policies and Procedures, including as specified in sections 3.1.15 to 3.1.19 (Legal Engagement, Referral and Contract Authoring) as set out in this this table. |  | X |
| 3.1.10 | Take inputs from CELEBRATION BANK market intelligence and analytics systems and ensure that a valid due diligence report exists in line with the relevant CELEBRATION BANK Policies and Procedures. If a report does not exist or has expired, request a new due diligence report from CELEBRATION BANK . |  | X |
| 3.1.11 | Validate baseline data relevant to the procurement of the relevant goods or services from the Vendor. | X |  |
| 3.1.12 | Trigger the CELEBRATION BANK controls assessment and CELEBRATION BANK Vendor qualification and CELEBRATION BANK Service Risk Assessment processes, if required, in accordance with CELEBRATION BANK Policies and/or Procedures. |  | X |
| 3.1.13 | Manage the CELEBRATION BANK Vendor Qualification, CELEBRATION BANK Service Risk Assessment and CELEBRATION BANK control assessment processes once triggered by the Supplier, ensuring that a valid record of the above exists in accordance with the applicable CELEBRATION BANK Policies and Procedures and provide such record to the Supplier. | X |  |
| 3.1.14 | In order to progress the Sourcing Project, the Supplier will need to ensure a valid CELEBRATION BANK Service Risk Assessment, CELEBRATION BANK Vendor Qualification and CELEBRATION BANK Controls Assessment is provided by CELEBRATION BANK pursuant to section  3.1.13 in line with the relevant CELEBRATION BANK Policies and |  | X |

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| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
|  | Procedures. |  |  |
| 3.1.15 | Follow CELEBRATION BANK Legal referral procedures and complete relevant CELEBRATION BANK referral activities to determine whether or not CELEBRATION BANK Legal needs to be involved in the contracting process. |  | X |
| 3.1.16 | Where there is available a valid Legal Pre-Approved Process for contracting for a Sourcing Project, follow the appropriate Legal Pre-Approved Process including the use of any templates or guidance relevant to that Legal Pre- Approved Process. |  | X |
| 3.1.17 | Where the relevant CELEBRATION BANK Legal referral procedures requires a referral to CELEBRATION BANK Legal, engage with the allocated lawyer in the locally required manner in respect of legal issues relating to the Sourcing Project. |  | X |
| 3.1.18 | Demonstrate that an audit trail of legal referral / Legal Pre- Approved Process outcome has been completed in line with CELEBRATION BANK Policies and Procedures. |  | X |
| 3.1.19 | Respond promptly to any queries from CELEBRATION BANK Legal, clarifying with the CELEBRATION BANK business and/or other CELEBRATION BANK SMEs, where necessary. |  | X |
| 3.1.20 | Carry out the negotiations with Vendors to ensure best value for CELEBRATION BANK , by reference to CELEBRATION BANK 's requirements for that Sourcing Project, through the use of appropriate strategy (including Buying Channel strategy), negotiation tools and the most appropriate sourcing and Buying Channel (including the Legal Pre-Approved Processes, where applicable) and to otherwise meet CELEBRATION BANK 's requirements for that Sourcing Project. |  | X |
| 3.1.21 | Ensure that the relevant Supplier Requisition Management team is notified early in the Sourcing Project of any new Buying Channels (for example, new catalogue or business form) that needs to be set up and engage with them accordingly to define the requirements and ensure that the channel is set up prior to contract execution with the relevant Vendor. |  | X |
| 3.1.22 | Obtain suitable confidentiality agreements before sharing confidential information with Vendors, in accordance with sections 4.1.10 to 4.1.15 below. |  | X |
| 3.1.23 | Undertake all commercial negotiation activities involved in |  | X |

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| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
|  | the tendering process for the Sourcing Project, in compliance with the terms of the Global Services Agreement and any Local Services Agreement (as applicable), including Clause 4.10 (Conflicts of Interest) and CELEBRATION BANK Conflicts of Interest Policies. |  |  |
| 3.1.24 | Engage with the CELEBRATION BANK business, CELEBRATION BANK Legal and/or other CELEBRATION BANK SMEs, as appropriate, in the contract negotiation in connection with the Sourcing Project and obtain input, where required in line with the relevant CELEBRATION BANK Policies and Procedures, including presenting Vendors requested changes (with reasons) to the CELEBRATION BANK Business, CELEBRATION BANK Legal and/or CELEBRATION BANK SMEs, as appropriate, and taking instructions on the response to such requests and/or organising appropriate meetings or calls between the Vendors and appropriate CELEBRATION BANK representatives. |  | X |
| 3.1.25 | As set out in section 1.18 of schedule 14 (*CELEBRATION BANK Responsibilities*). | X |  |
| 3.1.26 | In order to facilitate legal support for any particular Sourcing Project, coordinate, conduct and report upon all legal negotiations with Vendors in conjunction with the Supplier, where agreed. | X |  |
| 3.1.27 | Taking input from CELEBRATION BANK , as set out in section 3.1.30 below, capture the terms of the Sourcing Project, negotiate with the Vendors in line with the relevant CELEBRATION BANK Policies and Procedures to ensure that: (i) the contractual terms regarding the relevant goods or services are in line with CELEBRATION BANK requirements (ii) CELEBRATION BANK has adequate provisions in the Vendor Agreement to monitor the Vendor's delivery against agreed expectations for that Vendor; and (iii) adequate remedies in the applicable Vendor Agreement are available to CELEBRATION BANK should the Vendor fail to perform to agreed requirements of the Vendor Agreement, to protect CELEBRATION BANK 's position, assets and reputation. Forward the draft Vendor Agreement to the Vendors and manage any queries. |  | X |
| 3.1.28 | Obtain the relevant CELEBRATION BANK approvals at each stage in line with the relevant CELEBRATION BANK Policies and Procedures. |  | X |
| 3.1.29 | Follow the appropriate CELEBRATION BANK governance steps as specified in the relevant CELEBRATION BANK Policies and Procedures from time to time. |  | X |

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| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
| 3.1.30 | Provide input from CELEBRATION BANK into the negotiation as reasonably required (business, CELEBRATION BANK Legal or other CELEBRATION BANK SMEs). | X |  |
| 3.1.31 | Ensure that the final negotiated Vendor Agreement with the Vendor and other relevant documentation is uploaded to  the appropriate CELEBRATION BANK Licensed Systems ready for approval by CELEBRATION BANK . |  | X |
| 3.1.32 | Gain acceptance from the relevant CELEBRATION BANK business unit, CELEBRATION BANK SME or cost centre owner, as applicable, in respect of any risks that have been raised by the Supplier, CELEBRATION BANK Legal and/or CELEBRATION BANK SMEs. Acceptance is required for execution of the Vendor Agreement in line with CELEBRATION BANK Policies and Procedures, which as at the GSA Effective Date, is documented in the CELEBRATION BANK "Contract Executive Summary" document or "Authority to Proceed". |  | X |
| 3.1.33 | Request "Authority to Proceed" approval from CELEBRATION BANK via Emptoris (where rolled out) or, where not rolled, out via CELEBRATION BANK 's usual processes and continue to request such approval until either: (i) the approval is given by CELEBRATION BANK ; or  (ii) such approval is refused by CELEBRATION BANK and it requires an end to the Sourcing Project. |  | X |
| 3.1.34 | Once "Authority to Proceed" approval is received from CELEBRATION BANK , obtain the signed contractual documentation (including Vendor Agreements) from the Vendors and the relevant authorised CELEBRATION BANK signatory. |  | X |
| 3.1.35 | Ensure all executed contractual documentation (including Vendor Agreements) and other relevant documentation is uploaded to the appropriate Licensed CELEBRATION BANK Systems in line with CELEBRATION BANK Policies and Procedures. |  | X |
| 3.1.36 | Formally handover the Vendor Agreement and supporting documentation to CELEBRATION BANK at the end of the Sourcing Project following the required CELEBRATION BANK handover process. |  | X |
|  | New Sourcing |  |  |
| 3.2 | Undertake all RFX activities involved in the tendering process for each Sourcing Project. |  | X |
| 3.2.1 | Document the reason and obtain CELEBRATION BANK business approval when a competitive tendering process is not to be undertaken in accordance with CELEBRATION BANK Group procurement procedures, as made available to the Supplier as part of the CELEBRATION BANK Policies and Procedures or set out in the Standard |  | X |

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| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
|  | Operating Procedures. |  |  |
| 3.3 | Comply with any CELEBRATION BANK savings policies made available to the Supplier as part of CELEBRATION BANK Policies and Procedures. |  | X |
| 3.3.1 | Not knowingly allow the CELEBRATION BANK business to receive products and/or services from a Vendors in respect of the relevant Sourcing Project prior to signature by both CELEBRATION BANK and the Vendor of the Vendor Agreement, or without other appropriate documentation in place following guidance from CELEBRATION BANK Legal. |  | X |
| 3.4 | Update Category Cards and/or preferred supplier lists and update any master records/meta data in the records in relevant Licensed CELEBRATION BANK Systems. |  | X |
| 3.5 | Provide input from CELEBRATION BANK into the negotiation as reasonably required (business, CELEBRATION BANK Legal or other CELEBRATION BANK SMEs). | X |  |
| 3.6 | Accept the Vendor Agreement into business as usual (BAU), where such Vendor Agreement fulfils the relevant CELEBRATION BANK requirements. | X |  |
| 3.7 | Where Vendor Agreements require a wet ink signature for either party, sign, scan and send electronic copies of agreements to the relevant Vendor in order to facilitate the Supplier obtaining execution of the Vendor Agreement from the Vendor. | X |  |
|  | Amendments, Extensions of Vendor Agreements |  |  |
| 3.8 | Assess the CELEBRATION BANK Sourcing Project requirement against CELEBRATION BANK 's category strategy in place from time to time and seek to optimise the solution to bring the best value to CELEBRATION BANK and to otherwise meet CELEBRATION BANK 's sourcing requirement through the use of the most appropriate existing sourcing and Buying Channel (including the Legal Pre-Approved Processes, where applicable). |  | X |
| 3.9 | Amend Vendor Agreements, where required by CELEBRATION BANK from time to time, and where contractual changes follow a prescribed change control process in any Vendor Agreement, follow such process (**"Amendment"**). Add, remove, or update parts of the Vendor Agreement where it is more appropriate to change the Vendor Agreement than to write a new one. The Amendment can cover any amendment to the Vendor Agreement, including a change |  | X |

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| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
|  | to price, duration, scope or service description or any other terms as may be specified by CELEBRATION BANK from time to time. |  |  |
| 3.10 | Renew or extend on the same terms, where required by CELEBRATION BANK (**"Extensions"**), the relevant existing Vendor Agreements as they approach their expiry date in accordance with CELEBRATION BANK Policies and Procedures, subject always to the relevant terms of the Vendor Agreement. It is the Supplier's responsibility to monitor existing Vendor Agreements such that there is ample time to get instructions from CELEBRATION BANK as set out in section 3.10.1 below as to whether a renewal or extension or new Vendor Agreement is required and then perform its obligations in respect of any required activity prior to the expiry of the relevant Vendor Agreement. |  | X |
| 3.10.1 | Upon request and within a reasonable timeframe, provide the Supplier with instructions as to whether a renewal or extension is required in relation to Extensions. | X |  |
| 3.10.2 | Where the existing Vendor Agreement gives CELEBRATION BANK the option to extend or renew, ensure that the process set out in the relevant Vendor Agreement for exercising that option is followed. |  | X |
| 3.11 | Engage the Vendor to facilitate any Amendments. |  | X |
| 3.12 | Update any master records/meta data in the records in relevant Licensed CELEBRATION BANK Systems and procurement tools with the amended Vendor Agreement information. |  | X |
|  | Statements of Work / Sub-agreements / Call-offs relating to Vendor Agreements |  |  |
| 3.13 | In respect of any statement of work, sub-agreement, call- off or any other subsidiary document which is subject to a "master" Vendor Agreement (**"Call-Off"**), engage with CELEBRATION BANK business and assess the relevant CELEBRATION BANK Sourcing Project requirement against CELEBRATION BANK 's category strategy in place from time to time, and seek to optimise the solution and to otherwise meet CELEBRATION BANK 's sourcing requirement to bring the best value to CELEBRATION BANK through the use of the most appropriate existing sourcing and Buying Channel (including the Legal Pre-Approved Process template, where applicable). |  | X |
| 3.14 | Capture CELEBRATION BANK requirements for the Call-Off, as specified by CELEBRATION BANK , that the Vendor is required to perform under an existing Vendor Agreement. |  | X |
| 3.14.1 | In respect of Amendments, where the Sourcing Project |  | X |

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| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
|  | relates to a Call-Off under a valid existing Vendor Agreement, locate the appropriate pro-forma Call-Off from the original Vendor Agreement, if it exists, or locate the Legal Pre-Approved template. |  |  |
| 3.15 | Populate the draft format of the Call-off send it to CELEBRATION BANK business for approval. |  | X |
| 3.16 | Ensure that the Call-Off/sub agreement records are linked to the original Vendor Agreement in the contract repository. |  | X |
|  | Termination or Expiry of Vendor Agreements |  |  |
| 3.17 | Terminate Vendor Agreements in compliance with CELEBRATION BANK Policies and Procedures or when requested by CELEBRATION BANK . A request for the termination of Vendor Agreements may take the form of either a full cessation of services/ delivery of goods or a partial cessation of provision of goods or services (**"Termination"**). Where the request is for termination due to Vendor breach, this should be escalated to CELEBRATION BANK Legal immediately. Expiry of Vendor  Agreements will be treated as a termination where Vendor Agreement requires confirmation from CELEBRATION BANK that such Vendor Agreement will terminate/expiry on a given date (for example, by giving notice to prevent a term auto- renewing). Partial termination, for example, cessation of only one (1) service whilst the Vendor continues to provide other services, must be dealt with as an Amendment and not a full Termination. |  | X |
| 3.18 | Review any documents provided by CELEBRATION BANK (as part of the termination request) against the original Vendor Agreement to confirm if it can be terminated for convenience, in accordance with CELEBRATION BANK Policies and Procedures. |  | X |
| 3.19 | Use a CELEBRATION BANK Legal prepared or approved termination template for the preparation of the termination for convenience documentation (**"Termination Agreement"**). Issue Termination Agreement to Vendors in accordance with CELEBRATION BANK Policies and Procedures. |  | X |
| 3.20 | Where required, coordinate negotiation of final Termination Agreement with Vendors, CELEBRATION BANK business and CELEBRATION BANK Legal and obtain Vendor's signature of the Termination Agreement. |  | X |
| 3.21 | Ensure that contract termination records are linked to the original Vendor Agreement and upload the Termination Agreement into the contract repository. |  | X |

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| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
| 3.22 | Obtain the relevant CELEBRATION BANK approvals at each stage in line with the relevant CELEBRATION BANK Policies and Procedures. |  | X |
| 3.23 | Ensure the signed Termination Agreement and other relevant documentation is uploaded to the appropriate Licensed CELEBRATION BANK Systems. |  | X |
| 3.24 | Notify CELEBRATION BANK and the relevant Accounts Payable, Requisition Management teams and update contract repository including linked contracts (including Vendor Agreements) in case of Termination. |  | X |
| 3.25 | Ensure Vendor's deactivation from R2P systems, including the decommissioning of Catalogues and any other relevant steps required in the deactivation process. |  | X |
| 3.26 | CELEBRATION BANK business to complete any relevant termination documents in order for Supplier to review as set out in section 3.19 above. | X |  |
| 3.27 | Where required, as determined pursuant to section 3.20 above, CELEBRATION BANK Legal review of the draft Termination Agreement in order to facilitate termination of Vendor Agreement by Supplier. | X |  |
| 3.28 | Manage the exit of a Vendor, consulting the Supplier as appropriate. | X |  |
|  | Other Vendor Agreement actions, including Novations and Assignments |  |  |
| 3.29 | Undertake the preparation and negotiation of any other agreements required by CELEBRATION BANK from time to time, including as specified below, in accordance with CELEBRATION BANK Policies and Procedures (**"Other Agreements"**). |  | X |
| 3.30 | Put in place novations or assignment agreements in respect of a Vendor Agreement (**"Novation"** or **"Assignment"** respectively), where required by CELEBRATION BANK from time to time. Such substitution shall be in the form of a Novation or Assignment agreement which transfers the rights and/or obligations of one party under an existing Vendor Agreement (**"Novation Agreement"** or **"Assignment Agreement"** respectively), including without limitation, a framework, a standalone agreement and/or any Call Off documents to a new contracting party to the Vendor Agreement. |  | X |
| 3.30.1 | Use CELEBRATION BANK Legal prepared or approved novation agreement template or assignment agreement template for the preparation of the Novation Agreement or Assignment |  | X |

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| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
|  | Agreement. Forward the Novation Agreement or Assignment Agreement to the Vendor and manage any queries. |  |  |
| 3.30.2 | Negotiate for Novation and/or Assignment and upload CELEBRATION BANK approval-ready Novation Agreements and Assignment Agreements to contract repository. |  | X |
| 3.31 | Create evaluation agreements where required by CELEBRATION BANK (**"Evaluation Agreements"**), which are agreements which allow a CELEBRATION BANK Group Member to test a Vendor's software applications or systems for a limited period and, typically, in a non-production environment. |  | X |
| 3.31.1 | Where applicable, obtain and validate the provisions of the original Vendor Agreements to confirm if the proposed requirement is already covered or if a process for use of software for evaluation is already specified in the contract, before requesting a new Evaluation Agreement. |  | X |
| 3.31.2 | For Evaluation Agreements, refer the matter to CELEBRATION BANK Legal where local process states this is required. |  | X |
|  | Expiring & Expired Vendor Agreements |  |  |
| 3.32 | Gather data from the relevant CELEBRATION BANK contract repository systems. |  | X |
| 3.33 | Track and monitor upcoming expiry of Vendor Agreements. |  | X |
| 3.34 | Notify CELEBRATION BANK of expiry dates of Vendor Agreements in accordance with CELEBRATION BANK Policies and Procedures. |  | X |
| 3.35 | Provide consolidated Vendor Agreement expiry and action taken and status view to CELEBRATION BANK . |  | X |
| 3.36 | Manage and quality check all records to ensure all Vendor Agreements and associated documentation are fully published in contract repository. |  | X |
| 3.37 | Provide appropriate response to contract expiry notification to the Supplier. | X |  |

## SOURCE-TO-CONTRACT ENGINE

* 1. Objectives and Process Overview

For Sourcing Events run primarily by CELEBRATION BANK , the Supplier is to provide insight, support for the execution of sourcing initiatives in accordance with the procedures set out in this schedule and

the Standard Operating Procedures. Processing to be undertaken in line with the Standard Operating Procedures and agreed Key Metrics and KPIs.

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| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
|  | **Market Intelligence and Sourcing Analytics** |  |  |
| 4.1.1 | Provide the Supplier with access to CELEBRATION BANK 's Vendor and market intelligence data to which it has access from its relevant provider and the CELEBRATION BANK Procurement Data Warehouse. | X |  |
| 4.1.2 | Provide the Supplier with CELEBRATION BANK 's requirements for marketing intelligence and sourcing analytics to be investigated. | X |  |
| 4.1.3 | Provide such market analysis, research, and intelligence that is required by CELEBRATION BANK and relevant to the specific Sourcing Event as identified pursuant to section 4.1.2 above. |  | X |
| 4.1.4 | Provide such Vendor analysis, research, intelligence and cost and capability benchmarking, cost analysis and benchmarking (of specific Vendors and/or industries) that is required by CELEBRATION BANK from time to time and relevant to the specific Sourcing Event, so as to enable CELEBRATION BANK to make an informed decision regarding sourcing strategy in line with its business requirements and its CELEBRATION BANK Policies and Procedures in force from time to time. |  | X |
| 4.1.5 | Provide total cost of ownership analysis where requested by CELEBRATION BANK , to enable CELEBRATION BANK to understand total lifecycle costing. |  | X |
| 4.1.6 | Validate baseline data relevant to the procurement of the relevant goods or services from the Vendor. | X |  |
| 4.1.7 | Identify whether there is any additional opportunity to source or negotiate as part of the Sourcing Event and quantify the potential scale of savings to CELEBRATION BANK . |  | X |
| 4.1.8 | Provide a list of potential Vendors with the potential capability and capacity to deliver the specific Sourcing Event, such list to include any Vendors added by CELEBRATION BANK pursuant to section 4.1.9 below. For each potential Vendor provide the supplier analysis as specified in section 4.1.4 above. |  | X |
| 4.1.9 | To advise the Supplier of any additional Vendors that CELEBRATION BANK requires to be added to the list as identified in section 4.1.8 above. | X |  |

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|  | Non-Disclosure Agreements |  |  |
| 4.1.10 | Send out CELEBRATION BANK template NDA to Vendors and manage the signature process (first issue in PDF) (**"NDA"**). |  | X |
| 4.1.11 | Refer to CELEBRATION BANK Legal if Vendor amends or rejects the NDA legal terms provided. |  | X |
| 4.1.12 | Negotiate and, where appropriate agree, contract language with Vendor-review of mark ups of NDA legal terms provided by Vendor. For clarity, CELEBRATION BANK is not required to agree the NDA with any Vendor. | X |  |
| 4.1.13 | Create and/or update NDA contract records within relevant CELEBRATION BANK contract repository systems and ensure that each NDA is signed by both parties and uploaded. |  | X |
| 4.1.14 | In order to facilitate the Supplier sharing any confidential information with Vendors, the Supplier shall obtain signed copy of agreed NDAs from Vendors. |  | X |
| 4.1.15 | In order to facilitate the Supplier sharing any confidential information with Vendors, sign and return NDA to Vendor. | X |  |
|  | RfX Support |  |  |
| 4.1.16 | Trigger the CELEBRATION BANK controls assessment and CELEBRATION BANK Vendor qualification process, if required in accordance with CELEBRATION BANK Policies and Procedures. |  | X |
| 4.1.17 | In order to facilitate the Supplier's performance of the Services set out in section 4.1.18 below, manage the CELEBRATION BANK Vendor Qualification, CELEBRATION BANK Service Risk Assessment and CELEBRATION BANK Control Assessment processes once triggered by the Supplier, ensuring that a valid records of the above exists in accordance with the applicable CELEBRATION BANK Policies and Procedures. | X |  |
| 4.1.18 | In order to move to progress the Sourcing Event, the Supplier will need to ensure a valid CELEBRATION BANK Vendor qualification and CELEBRATION BANK controls assessment is provided by CELEBRATION BANK in line with the relevant CELEBRATION BANK Policies and Procedures. |  | X |
| 4.1.19 | Ensure that the Supplier Requisition Management team is notified early in the Sourcing Event of any new Buying Channels that need to be set up and engage with them accordingly to define the requirements, and ensure that the channel is set up prior to contract execution with the relevant Vendor. | X |  |
| 4.1.20 | Drive increased utilisation of CELEBRATION BANK e-Invoicing solutions by Vendors based on solution availability in In-Scope |  | X |

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|  | Countries by providing requirement for Vendors to adopt and/or information in respect of adoption of e-Invoicing in such countries as part of the relevant RfX process. |  |  |
| 4.1.21 | Initiate Vendor creation in relevant sourcing Licensed CELEBRATION BANK Systems as notified to Supplier from time to time. |  | X |
| 4.1.22 | In order to facilitate activities required post-CELEBRATION BANK gateway processes, prepare material, organise and facilitate the required CELEBRATION BANK "Gateway" processes and "Challenge Boards". | X |  |
| 4.1.23 | Follow CELEBRATION BANK Legal referral procedures and complete relevant referral activities to determine whether or not CELEBRATION BANK Legal needs to be involved in the contracting process. | X |  |
| 4.1.24 | In consultation with CELEBRATION BANK , create and maintain the RfX / eAuction/ sourcing calendars. |  | X |
| 4.1.25 | Approve or provide comments in respect of the RfX calendar as created and maintained by the Supplier pursuant to section 4.1.24 above. | X |  |
| 4.1.26 | Ensure that all RfX are built by the Supplier and managed using the CELEBRATION BANK eSourcing system. |  | X |
| 4.1.27 | Creation of RfX document, including writing the specification, engaging with CELEBRATION BANK as required to identify relevant CELEBRATION BANK requirements. |  | X |
| 4.1.28 | CELEBRATION BANK shall define the applicable RfX strategy and communicate this to the Supplier to perform. | X |  |
| 4.1.29 | Provide award criteria to the Supplier to be used in evaluating the potential Vendors for the relevant Sourcing Event. | X |  |
| 4.1.30 | Execute RfX strategy, including, but not limited to, the administration and management of the RfX, and using the award criteria, defined pursuant to section 4.1.29 above, to build scoring matrices in order to effectively evaluate potential Vendor bids against the award criteria. |  | X |
| 4.1.31 | Manage the RfX transmission in accordance with RfX strategy defined by CELEBRATION BANK , and conduct communications with the potential Vendors, including, but not limited to, management of multiple bid stages, and provide briefings and answer questions from Vendors in respect of the relevant Sourcing Event and, where applicable, escalate questions to CELEBRATION BANK . |  | X |
| 4.1.32 | Create, maintain and deliver training materials to Vendors |  | X |

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|  | connected to the bid process and update supplier profiles required for potential Vendors, including, but not limited to RfX, eAuction and S2C process and systems training. |  |  |
| 4.1.33 | CELEBRATION BANK shall provide approvals, updates or rejections of proposed changes to the RfX documentation and/or process, to include but not limited to RfX, award criteria and authority to approve. | X |  |
| 4.1.34 | Provide support in respect to Non-Technical Queries to Vendors in pursuance with the completion of this specific Sourcing Event. |  | X |
| 4.1.35 | Gather RfX responses, validate that potential Vendors have correctly completed the RfX. |  | X |
| 4.1.36 | Analyse the RfX from both a commercial and suitability in meeting CELEBRATION BANK 's requirements basis as such requirements have been communicated to the Supplier. |  | X |
| 4.1.37 | Review the Vendor responses and use the agreed scoring matrices in section 4.1.30 above table for initial scoring of responses by Vendors. | X |  |
| 4.1.38 | Make recommendations based on the analysis of the RfX to CELEBRATION BANK on the preferred Vendors, any additional options and other relevant facets, including the analysis conducted pursuant to section 4.1.36 above. |  | X |
| 4.1.39 | CELEBRATION BANK to make decision as to which Vendor(s) (if any) to award the contract to, following recommendations delivered pursuant to section 4.1.38 above. | X |  |
| 4.1.40 | CELEBRATION BANK to inform successful Vendor(s) of contract award, subject to finalisation of relevant Vendor Agreements. | X |  |
| 4.1.41 | CELEBRATION BANK to communicate to unsuccessful Vendors, if it deems it necessary to do so. | X |  |
| 4.1.42 | Gain acceptance from the relevant CELEBRATION BANK business unit, CELEBRATION BANK SME or, cost centre owner, as applicable, in respect of any risks that have been raised by the Supplier, CELEBRATION BANK Legal and/or CELEBRATION BANK SMEs. Acceptance is required for execution of the Vendor Agreement in line with CELEBRATION BANK Policies and Procedures, which as at the GSA Effective Date is documented in the CELEBRATION BANK "Contract Executive Summary" or "Authority to Proceed". |  | X |
| 4.1.43 | Request "Authority to Proceed" approval from CELEBRATION BANK and continue to request such approval until either: (i) the approval is given by CELEBRATION BANK ; or (ii) such approval is refused by CELEBRATION BANK and it requires an end to the Sourcing Event. |  | X |

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| 4.1.44 | Once "Authority to Proceed" approval is received from CELEBRATION BANK , obtain the signed contractual documentation (including Vendor Agreements) from the Vendors and the relevant authorised CELEBRATION BANK signatory. |  | X |
| 4.1.45 | Ensure all executed contractual documentation (including Vendor Agreements) and other relevant documentation is uploaded to the appropriate Licensed CELEBRATION BANK Systems in line with CELEBRATION BANK Policies and Procedures. |  | X |
| 4.1.46 | Where Vendor Agreements require a wet ink signature for either party, sign, scan and send electronic copies of agreements signed by all parties to the relevant Vendor in order to facilitate the Supplier taking the next steps in the sourcing engagement. | X |  |
| 4.1.47 | Update Category Card and update any master records and/or meta data in the records in relevant Licensed CELEBRATION BANK Systems. |  | X |
| 4.1.48 | Provide documents, briefing pack and any other information reasonably requested by CELEBRATION BANK on approved Vendor Agreement for CELEBRATION BANK , in readiness to effectively handover to CELEBRATION BANK business to enable effective business as usual management of the approved Vendor Agreement. |  | X |
|  | E-Auctions as an option within RfX Support |  |  |
| 4.1.49 | Develop and recommend to CELEBRATION BANK an effective e-Auction strategy including lotting, bid decrement and time strategy, in line with the relevant CELEBRATION BANK sourcing strategy. |  | X |
| 4.1.50 | Approve, reject or provide comments in respect of e- Auction strategy as recommended pursuant to section  4.1.49 above. | X |  |
| 4.1.51 | Build and manage the eAuction, in accordance with the strategy approved by CELEBRATION BANK pursuant to section 4.1.50 above. |  | X |

## REQUISITION MANAGEMENT

* 1. Objectives and Process Overview

The Supplier shall ensure compliance with CELEBRATION BANK 's central and local Policies and Procedures impacting procurement, identify sourcing and Buying Channel opportunities and issue purchase orders in compliance with CELEBRATION BANK Policies and Procedures. All Buying Channel maintenance activities shall be undertaken in line with CELEBRATION BANK 's local system guidelines. All processing shall be undertaken in line with the Standard Operating Procedures and agreed Key Metrics and KPIs.

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| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
|  | Purchase Order Processing |  |  |
| 5.1.1 | Centrally receive all Requisitions from CELEBRATION BANK , other than those generated from the use of an online Catalogue, in accordance with each In-Scope Country's local Requisitioning system and process. |  | X |
| 5.1.2 | Validate Requisitions, including against contractual rate cards, to determine the correct Buying Channel or to redirect the Requisition to initiate a Sourcing Event in line with the relevant CELEBRATION BANK Policies and Procedures. |  | X |
| 5.1.3 | Where required by CELEBRATION BANK and/or pursuant to CELEBRATION BANK Policies and Procedures, undertake the appropriate level of sourcing activity based on business requirement and existing Vendor relationships, for example, obtaining three  (3) quotes or initiate a full tender process. |  | X |
| 5.1.4 | Ensure all Requisitions contain the documentation required in accordance with CELEBRATION BANK Policies and Procedures, for example the Vendor quote and/or CELEBRATION BANK terms and conditions. |  | X |
| 5.1.5 | Approve, reject or amend Requisitions and changes to purchase orders in line with relevant approval processes for the goods or services that are the subject of the Requisition and CELEBRATION BANK Policies and Procedures. |  | X |
| 5.1.6 | Create and issue purchase orders to Vendors in line with the CELEBRATION BANK process for each applicable country's local Requisitioning system. |  | X |
| 5.1.7 | Provide the information required as set out in the relevant Requisition and provide to the Supplier. | X |  |
| 5.1.8 | In order to facilitate the payment of Invoices against the relevant purchase order, CELEBRATION BANK to provide receipt against the relevant purchase order. | X |  |
| 5.1.9 | Provide (electronic) financial approval for the value of the Requisition as well as category approval, where required. | X |  |
|  | Buying Channels Creation & Maintenance |  |  |
| 5.1.10 | Pro-actively manage creation, maintenance and removal of Buying Channels, including third party Catalogues, smart forms and business forms. This shall include engaging with CELEBRATION BANK where appropriate and ensuring continued alignment with Category Cards and preferred supplier list as set out in section 5.1.14 below. |  | X |

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| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
| 5.1.11 | Perform appropriate Catalogue testing and analyse any errors discovered in Catalogue testing, ensuring that all Catalogues contain correct Vendor Master Data (and rectifying it if it does not, seeking relevant approvals from CELEBRATION BANK where required) and ensuring such search quality is in accordance with Good Industry Practice. |  | X |
| 5.1.12 | Supplier to request required corrections in Catalogues, if any, from the relevant Vendor where raised by CELEBRATION BANK . |  | X |
| 5.1.13 | In order to facilitate the Supplier updating Catalogue content, provide appropriate approvals or rejections for Catalogue content updates, including Vendor price changes. | X |  |
| 5.1.14 | Ensure Category Cards and relevant preferred supplier lists are created and maintained as a result of sourcing or other activities that impact Vendors or buying or contract channel information. |  | X |
| 5.1.15 | Provide inputs (where required) in order to facilitate Category Cards maintenance and refresh. | X |  |
| 5.1.16 | Setup and maintain buying channels where system restrictions mandated by CELEBRATION BANK prevent access outside of CELEBRATION BANK to include but not be limited to third party Catalogues including smart forms and business forms. | X |  |

## ACCOUNTS PAYABLE

* 1. Objectives and Process Overview

Process Invoices to ensure right-first-time payment within contracted or CELEBRATION BANK standard payment terms (as applicable). Where credit notes are received, ensure that they are booked against the correct vendor to claim back from future payments. Processing to be undertaken in line with the CELEBRATION BANK Policies and Procedures, Standard Operating Procedures and agreed Key Metrics and KPIs.

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| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
| 6.1.1 | All Supplier obligations set out in this table, shall be performed in accordance with applicable CELEBRATION BANK Policies and Procedures. |  | X |
| 6.1.2 | Process invoice, credit note and other CELEBRATION BANK payment instructions (including Vendor, intercompany and non-Vendor payees) (**"Invoices"**). |  | X |

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| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
| 6.1.3 | Confirm that the Invoices provided to it by CELEBRATION BANK are valid in line with CELEBRATION BANK Policies and Procedures (for example, it is for a valid CELEBRATION BANK entity) and reject any invalid Invoices in line with the CELEBRATION BANK Policies and Procedures. |  | X |
| 6.1.4 | Where optical character recognition or other Invoice file imports are used, validate the accuracy of the data provided and update where required, ensuring that all data has been received correctly. |  | X |
| 6.1.5 | Input non-electronic Invoice details into the relevant Licensed CELEBRATION BANK System. |  | X |
| 6.1.6 | Handle urgent Invoice processing requests in accordance with applicable CELEBRATION BANK Policies and Procedures. |  | X |
| 6.1.7 | Match Invoices to the correct purchase order (where the purchase order number is quoted on the Invoices) and process via 2-way/3-way match in line with CELEBRATION BANK Policies and Procedures. |  | X |
| 6.1.8 | Request coding (cost centre and nominal codes) from CELEBRATION BANK and CELEBRATION BANK approvals where these have not already been provided and validate that the CELEBRATION BANK approver has the appropriate authority in line with CELEBRATION BANK Policies and Procedures. |  | X |
| 6.1.9 | Undertake Invoice audit in line with the relevant CELEBRATION BANK Policies and Procedures, ensuring segregation of duties so that no individual can perform both end-to-end Vendor and non-Vendor payment processing. |  | X |
| 6.1.10 | Resolve exceptions in relation to the processing of Invoices arising as a result of sections 6.1.16 to 6.1.21 below as required. |  | X |
| 6.1.11 | In order for the Supplier to process an Invoice, CELEBRATION BANK (or its relevant third party suppliers) must first receive, sort and scan the relevant Invoice. | X |  |
| 6.1.12 | Provide coding (cost centre and nominal codes) and provide financial approval authority in accordance with CELEBRATION BANK Policies and Procedures for Invoices that CELEBRATION BANK wishes to approve. | X |  |
| 6.1.13 | For payment of purchase order related Invoices, | X |  |

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| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
|  | goods receipting to be provided by CELEBRATION BANK . |  |  |
| 6.1.14 | For Invoices provided by CELEBRATION BANK (or its relevant third party suppliers), CELEBRATION BANK shall be responsible for archival of such Invoices or other digital AP documents. | X |  |
| 6.1.15 | Code and approve manual Invoices for processing in countries that are not rolling out Fusion (or its equivalent). | X |  |
|  | Exceptions Management and L2 Helpdesk |  |  |
| 6.1.16 | Undertake effective management of all exceptions including rejection queues/reports, errors, holds for purchase order and non- purchase order Invoices. |  | X |
| 6.1.17 | Rectify and perform root cause analysis of any exceptions, rejections and incorrect payments identified in order to prevent or minimise their reoccurrence. |  | X |
| 6.1.18 | Provide feedback and reasonable support as part of the Supplier's root cause analysis and approval of relevant process changes agreed between the parties. | X |  |
| 6.1.19 | Handle email/voice queries transferred from Procurement Support Desk, such that any such queries are Resolved. |  | X |
| 6.1.20 | Escalate to CELEBRATION BANK any queries that cannot be resolved by the Supplier, having explored all avenues to do so itself within a reasonable period of time. |  | X |
| 6.1.21 | CELEBRATION BANK shall provide query management, support and resolution in order to facilitate the Supplier completing processing of the Invoice. | X |  |
|  | Vendor Master Data |  |  |
| 6.1.22 | Undertake all setup, maintenance and deactivations of Vendor, intercompany, non- Vendor beneficiaries and staff expense records Vendor Master Data in line with the relevant CELEBRATION BANK Policies and Procedures. |  | X |
| 6.1.23 | Ensure segregation of duty over the maker/checker process, and ensure that no |  | X |

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| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
|  | individual can perform both end to end Vendor and non-Vendor payment processing activities. |  |  |
| 6.1.24 | Undertake periodic cleansing in accordance with CELEBRATION BANK Policies and Procedures. |  | X |
| 6.1.25 | From time to time, conduct Vendor master quality assessments and inform the Supplier about any anomalies/data issues in Vendor records for the Supplier to correct. | X |  |
| 6.1.26 | Correct any Vendor Master Data based on quality assessment outputs provided to it by CELEBRATION BANK as set out in section 6.1.25 above. |  | X |
| 6.1.27 | Provide to the Supplier guidance and support and approval to perform clean up exercise. | X |  |
|  | Payments |  |  |
| 6.1.28 | Undertake pre-payment audit on high value Invoices, as defined by CELEBRATION BANK in accordance with CELEBRATION BANK Policies and Procedures. |  | X |
| 6.1.29 | Initiate payment run of Invoices in line with CELEBRATION BANK Policies and Procedures. |  | X |
| 6.1.30 | Liaise with internal CELEBRATION BANK treasury teams as defined in the Standard Operating Procedures regarding large payment values or large foreign currency payments. |  | X |
| 6.1.31 | Make employee expense reimbursements as per CELEBRATION BANK payment schedules for such expenses. |  | X |
| 6.1.32 | Where required by the relevant local CELEBRATION BANK process, pass the relevant payment file to in- country CELEBRATION BANK Accounts Payable team for verification and approval. |  | X |
| 6.1.33 | Resolve payment rejections through the void or re-issue of payments in accordance CELEBRATION BANK Policies and Procedures. |  | X |
| 6.1.34 | In any instance where incorrect payment is identified, ensure escalation, reporting and funds recovery activities are undertaken within agreed timelines. Such activity is to be carried out immediately, following the relevant local CELEBRATION BANK incorrect payment procedures. |  | X |

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| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
| 6.1.35 | Review Accounts Payable accounts on a daily basis to identify and credit funds where necessary. |  | X |
| 6.1.36 | Investigate to understand the reason(s) for the credit funds, liaising with appropriate persons/parties as require. |  | X |
| 6.1.37 | Where it is a legitimate credit, apply funds to the correct business unit, passing correct accounting entries so that this is reflected correctly in the CELEBRATION BANK 's General Ledger and Vendor Master Data record and undertake the appropriate recovery process to ensure that CELEBRATION BANK receives the benefit of the credit (for example, either offset against future Invoice or obtain a refund). |  | X |
| 6.1.38 | Where credit should not have been received, return funds in accordance with the relevant CELEBRATION BANK Policies and Procedures. |  | X |
| 6.1.39 | Manage physical handling of cheque printing, distribution and returned cheques. | X |  |
| 6.1.40 | Final payment authorization based only where there is a regulatory / local country requirement to do so. | X |  |
| 6.1.41 | Subject to clause 12.16 of the Global Services Agreement, support credit recovery by engaging with Vendors, where required. | X |  |
|  | Travel and Expenses |  |  |
| 6.1.42 | For countries using an automated expense tool, undertake expense audit in line with CELEBRATION BANK Policies and Procedures and process. |  | X |
| 6.1.43 | For countries without an automated expense tool, process, audit and pay staff expense claims in line with CELEBRATION BANK Policies and Procedures. |  | X |
| 6.1.44 | Implement audit requirements for expense claims which follow local CELEBRATION BANK travel and expense policy. This could include pre- and post-  payment audits and checks to ensure that claims have been processed in accordance with CELEBRATION BANK Policies and Procedures. |  | X |
| 6.1.45 | CELEBRATION BANK shall notify the Supplier's Accounts Payable and Travel & Expense teams of changes | x |  |

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| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
|  | in delegation of approval matrix for all processes as required, in a timely manner if approval authorities are not set out in the relevant Licensed CELEBRATION BANK Systems. |  |  |
|  | Month-end and Other Non-Standard Activities |  |  |
| 6.1.46 | Undertake month end proof of balance reconciliation and provide the documentation in line with the local CELEBRATION BANK Policies and Procedures for verification and sign-off. |  | X |
| 6.1.47 | Undertake non-standard activities as required by CELEBRATION BANK , including maintenance of fixed asset register, processing accruals and depreciation posting and AP journals and statement reconciliations, for In-Scope Countries receiving Accounts Payable Services. |  | X |
| 6.1.48 | Authorise (where appropriate) corrections to month-end journals as required to facilitate the closing of the month end-activities by the Supplier. | X |  |

## HYGIENE FACTORS

* 1. The table below sets out some obligations of the Supplier and responsibilities of CELEBRATION BANK , and the Service Lines to which they relate.

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| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplie r** | **Service Line(s) to which the obligation relates** |
|  | Data Ownership and Integrity |  |  |  |
| 7.1.1 | Ensure all CELEBRATION BANK Data which the Supplier inputs into: (i) the Licensed CELEBRATION BANK Systems as an initial entry; or (ii) the Licensed CELEBRATION BANK Systems as an amendment to existing CELEBRATION BANK Data (**"Supplier Accessed Data"**) is maintained to the required level of data integrity so as to ensure that Supplier Accessed Data is entered in the correct manner and thereafter monitored and maintained in accordance with CELEBRATION BANK s Policies and Procedures or, where none exists, Good Industry Practice, to ensure |  | X | All |

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|  | that any errors in data input are identified and this shall include the rectification of any issues identified pursuant to section  7.1.2 below. |  |  |  |
| 7.1.2 | Notify any findings of any quality checks to the Supplier in respect of any reasonably required corrective actions to bring Supplier Accessed Data to required standards either as set out in CELEBRATION BANK Policies and Procedures, any standards set out in or accompanying instructions  in relation to Licensed CELEBRATION BANK Systems or the Standard Operating Procedures. | X |  | All |
| 7.1.3 | Ensure Supplier Accessed Data is updated to reflect Supplier activity as the particular activity is concluded. |  | X | All |
| 7.1.4 | Undertake all setup, maintenance and deactivations of Vendor Master Data in line with the relevant CELEBRATION BANK Policies and Procedures. |  | X | Operational Sourcing  Requisition Management |
| 7.1.5 | Proactive management and closure of inactive and abandoned Requisitions and purchase orders in line with CELEBRATION BANK Policies and Procedures. |  | X | Requisition Management |
| 7.1.6 | Proactive management and closure of inactive and abandoned Vendor contract records in contract repository Licensed CELEBRATION BANK Systems in line with CELEBRATION BANK Policies and Procedures. |  | X | Operational Sourcing  Requisition Management |
| 7.1.7 | Ensure all Vendor Master Data remains consistent across all Licensed CELEBRATION BANK Systems where the Supplier maintains such data. |  | X | Operational Sourcing  Requisition Management  Accounts Payable |
| 7.1.8 | Notify CELEBRATION BANK of any corrections where identified to Vendor Master Data where the Supplier does not maintain such data. |  | X | Operational Sourcing  Requisition Management  Accounts Payable |

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| 7.1.9 | Update any corrections identified by the Supplier to Vendor Master Data where CELEBRATION BANK maintains such data. | X |  | Operational Sourcing  Requisition Management  Accounts Payable |
|  | Operationalise |  |  |  |
| 7.1.10 | Support buyers to operationalise deals by providing information on the most appropriate Buying Channel and invoicing channel and coordinating activities for the successful creation of those channels. |  | x | Operational Sourcing  Requisition Management  Source to Contract Engine |
| 7.1.11 | Review information provided by the Supplier on the most appropriate Buying Channel and approve selection of Buying Channel. | X |  | Operational Sourcing  Requisition Management  Source to Contract Engine |
| 7.1.12 | Where undertaking any roll out of any new Buying Channels, ensure that the Supplier provides relevant documentation, and undertakes suitable communications to the relevant CELEBRATION BANK representatives responsible. |  | X | Operational Sourcing  Requisition Management  Source to Contract Engine |
|  | Performance and Control |  |  |  |
| 7.1.13 | Ensure appropriate risk controls are in place as required by the Global Services Agreement and the Local Services Agreement(s) to deliver Services in line with CELEBRATION BANK Policies and Procedures. |  | X | All |
| 7.1.14 | Provide reporting and evidence as required by the Global Services Agreement and the Local Services Agreement(s) that all key CELEBRATION BANK controls required by applicable CELEBRATION BANK Policies and Procedures are being met by the Supplier. |  | X | All |

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|  | Ad Hoc Project Work |  |  |  |
| 7.1.15 | Support projects where business as usual resources may be required to test and implement Operational Changes in respect of the Services to a system and/or process and any other related minor support. |  | X | All |
| 7.2 | Vendor Information |  |  |  |
| 7.2.1 | CELEBRATION BANK shall provide access to such Vendor information, contracts and related information stored in the relevant Licensed CELEBRATION BANK System for all of CELEBRATION BANK 's current Vendors, price lists, facility data, inventory data, existing operational processes and procedures, decisions and approvals as may be reasonably necessary for the performance of the Services. | X |  | All |

## Part 2: Systems

1. **INTRODUCTION**
   1. This part 2 of schedule 1 (*The Services*) sets forth the parties' obligations relating to the IT Infrastructure.
   2. CELEBRATION BANK acknowledges that the Supplier will use third party suppliers of telephony and connectivity services (**"Third Party Infrastructure Suppliers"**) in support of its delivery of the Services. Such Third Party Infrastructure Suppliers are considered Sub Contractors as set out in clause 2 (*Definitions*) of the Global Services Agreement. To the extent any such Third Party Infrastructure Suppliers or any other Sub Contractors of the Supplier have any access to Licensed CELEBRATION BANK Systems, CELEBRATION BANK Data, CELEBRATION BANK Confidential Information in their role in the provision of the Services, then these shall have to be agreed with CELEBRATION BANK as "Sub Contractors" set out in the Global Services Agreement.

## SYSTEMS ACCESS

* 1. **Service Overview**

**System Access** - The Supplier shall be accessing certain Licensed CELEBRATION BANK Systems in order to manage a variety of business and support activities within the scope of the Services, and all such access shall be performed by the Supplier pursuant to the requirements set out in section 2.2 below.

## Responsibility Matrix

|  |  |  |  |
| --- | --- | --- | --- |
| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
| 2.2.1 | CELEBRATION BANK will provide a remote access solution (remote desktop / application applet or either a CELEBRATION BANK desktop computer or laptop) for the Supplier to access those Licensed CELEBRATION BANK Systems which CELEBRATION BANK agrees in writing to allow the Supplier to access (**"Remote Access Solution"**). | X |  |
| 2.2.2 | Subject to section 2.2.3 below, the Supplier shall provide such desktop and laptop equipment as may be required in order for the Supplier Personnel to be able to use the Remote Access Solution to access the relevant Licensed CELEBRATION BANK System. |  | X |
| 2.2.3 | As set out in section 1.19 of schedule 14 (*CELEBRATION BANK Responsibilities*) | X |  |
| 2.2.4 | Log into devices provided pursuant to section  2.2.3 above, at least once per month or as otherwise advised by CELEBRATION BANK to enable system updates, so as to ensure that Licensed CELEBRATION BANK System access is not closed off by CELEBRATION BANK IT security team |  | X |

|  |  |  |  |
| --- | --- | --- | --- |
| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
| 2.2.5 | The Supplier shall ensure that it manages and provides first-line support in respect of any issues with the Remote Access Solution. |  | X |
| 2.2.6 | CELEBRATION BANK will provide reasonable support in respect of any issues with the Remote Access Solution which the Supplier cannot resolve after using reasonable endeavours to do so as part of its first-line support. | X |  |
| 2.2.7 | The Supplier shall ensure that all Supplier- controlled desktop computers, laptops, devices, hardware and Software used by Supplier Personnel to access Licensed CELEBRATION BANK Systems shall comply with CELEBRATION BANK 's minimum specification and security requirements in respect of hardware and Software as set out in the document entitled "VDI DesktopConnect, Hardware, Software specification v1.0" as at the date of the Global Services Agreement and as such documents may be updated to reflect updated minimum specifications as part of any updates to CELEBRATION BANK Policies and Procedures. |  | X |
| 2.2.8 | The Supplier shall, in accordance with the Validated Information Security Policy, as defined in clause 9.2 of the Global Services Agreement, implement any Software updates, patches and upgrades on Supplier-controlled desktop computers, laptops and devices used by Supplier Personnel to access Licensed CELEBRATION BANK Systems. |  | X |
| 2.2.9 | The Supplier shall ensure that when accessing Licensed CELEBRATION BANK Systems, all Supplier Personnel adhere to CELEBRATION BANK Policies and Procedures. |  | X |
| 2.2.10 | The Supplier shall ensure that, where any member of Supplier Personnel who is a new user requires access to any Licensed CELEBRATION BANK System, a request is first made to CELEBRATION BANK which follows the employee on-boarding process notified by CELEBRATION BANK to the Supplier from time to time. |  | X |
| 2.2.11 | The Supplier shall promptly inform CELEBRATION BANK if any member of Supplier Personnel is no longer using, or no longer requires, an account to access Licensed CELEBRATION BANK Systems. |  | X |

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| --- | --- | --- | --- |
| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
| 2.2.12 | The Supplier shall ensure that all Supplier Personnel with access to Licensed CELEBRATION BANK Systems are adequately trained in accordance with Good Industry Practice to access the Licensed CELEBRATION BANK Systems. |  | X |
| 2.2.13 | The Supplier shall ensure that only the number of Supplier Personnel agreed by the parties have access to Licensed CELEBRATION BANK Systems. |  | X |
| 2.2.14 | The Supplier shall ensure that each username and password provided for an individual member of the Supplier Personnel is: (a) kept personal to that applicable member of the Supplier Personnel; and (b) not provided to or shared with any other member(s) of the Supplier Personnel. |  | X |
| 2.2.15 | The Supplier shall ensure that if additional Supplier Personnel require access to the Licensed CELEBRATION BANK System than are agreed with CELEBRATION BANK , the Supplier must first obtain written approval from CELEBRATION BANK . |  | X |

1. **TELEPHONY**
   1. **Service Description**
      1. The following is a high level overview of the service(s) in respect of telephony.
         1. Telephone Lines - The Supplier shall be responsible for procuring the implementation and ongoing support and provision of the required new telephone lines to service support calls from internal CELEBRATION BANK resources and external third party suppliers.
         2. Call Management – The process in which calls will be answered, managed, logged and closed.
         3. MI Reporting – The process for reporting calls that are made, received, logged and how these activities are measured against Key Metrics and KPIs and CELEBRATION BANK 's requirements.
         4. Governance – The process for ensuring relevant controls are in place to maintain operations. Regarding storage of calls, access to calls and recorded call data, the Supplier shall adhere to the CELEBRATION BANK Policies and Procedures or, if applicable, any other CELEBRATION BANK standards (which will, in no circumstances, be of a higher standard than as specified in the CELEBRATION BANK Policies and Procedures) as notified to the Supplier from time to time. The Supplier shall ensure that the appropriate level of change management is in place for ongoing maintenance, upgrades and change requests.
      2. The Supplier shall deploy the Supplier's service management, ticketing and reporting system (e.g. OTRS/Cognos) (**"Ticketing Solution"**) within a Supplier data centre located in Silokhera, India, with sufficient availability, resilience, size and design to enable the Supplier to deliver and manage the Services provided under all the relevant Local Services Agreements. The Supplier shall retain Ticket data generated by the Procurement Support Desk for one year from the date on which a Ticket was first created.
      3. The Supplier shall deploy Avaya PBX, ACD and call audio record and storage systems at each of its global delivery centres located in the following cities: Hyderabad, India; Dalian, China; Kuala Lumpur, Malaysia; Bucharest, Romania; and Guatemala City, Guatemala. Each such system will be of sufficient size and design to enable the Supplier to deliver and manage the Services provided under all the relevant Local Services Agreements.
      4. The Supplier shall record all audio calls received by the Procurement Support Desk, retain records of such calls for a period of six months from the date on which the call is recorded and at the end of such six (6) month period purge the relevant call data from the Supplier's systems.
      5. The Supplier shall provide to CELEBRATION BANK standard Avaya PBX call management system reports (including a weekly status report that provides an overall summary of calls against agreed metrics & measurements).

## Responsibility Matrix

* + 1. The parties shall perform the obligations set out in the table below as they apply to the Services outlined in section 3.1:

|  |  |  |  |
| --- | --- | --- | --- |
| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
| 3.2.2 | Provide a Ticketing Solution and reporting service, such as OTRS or Cognos to allow for Procurement Support Desk management, ticketing and performance reporting against Key Metrics and KPIs and other agreed metrics. |  | x |
| 3.2.3 | Provide a system for the storage of calls. |  | x |
| 3.2.4 | The Supplier shall provide call recordings upon request by CELEBRATION BANK in a timely manner. |  | x |
| 3.2.5 | Provide a telephony solution including PBX, ACD and audio call record and storage. |  | x |
| 3.2.6 | Provide WAN and Direct Dial In (DDI) telephony network connectivity. |  | X |
| 3.2.7 | The Supplier's telephony solution must handle the volume of support calls to the Procurement Support Desk. |  | X |

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| --- | --- | --- | --- |
| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
| 3.2.8 | The Supplier will procure the implementation and ongoing support and provision of new telephone lines to service Procurement Support Desk calls. As a minimum, the solution shall provide the same or better capability as the CELEBRATION BANK telephony global landscape in relation to Procurement Support Desk calls as it exists at the GSA Effective Date, except to the extent set out in section 3.2.9 below. |  | X |
| 3.2.9 | CELEBRATION BANK globally currently has a mixture of (1) in- country local call rate numbers and (2) a regional hub telephone number, where the country has an in-country local call rate number.  The Supplier must replicate this and have a new in- country local call rate number created for each country, except that where agreed between the parties:   1. countries which are deemed to have high call volumes (as agreed by the parties) will require an in-country local call rate number, provided this is technically possible and conforms to deployment timescales; and 2. smaller countries that are deemed to have a low call volume (as agreed by the parties) may be subject to another method of communication for servicing support operations, such as email or self- service ticketing, with prior approval from CELEBRATION BANK . |  | X |
| 3.2.10 | Any changes to telephone numbers shall only be made with prior approval from CELEBRATION BANK . |  | X |
| 3.2.11 | The Supplier must have adequate disaster recovery procedures in place in the event of the service going down in compliance with schedule 6 (*Business Continuity*). |  | X |
| 3.2.12 | The Supplier shall ensure that any telephony maintenance and scheduled downtime only takes place during maintenance windows agreed in writing between the parties in advance. |  | X |
| 3.2.13 | The automatic call distribution (**"ACD"**) shall be correctly set up to route calls to the correct support team within the Supplier. |  | X |
| 3.2.14 | All telephone numbers shall be correctly routed through the relevant country's or countries' ACD. |  | X |

|  |  |  |  |
| --- | --- | --- | --- |
| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
| 3.2.15 | Support calls shall be answered in the correct support language(s) relevant to the country from where the applicable support call originates from. |  | X |
| 3.2.16 | The Supplier shall use call messaging content and menu options approved by CELEBRATION BANK . |  | X |
| 3.2.17 | The caller needs to be identified as a valid CELEBRATION BANK internal resource or CELEBRATION BANK third party supplier. |  | X |
| 3.2.18 | The Supplier shall ensure CELEBRATION BANK -approved call scripts are used for each call received. |  | X |
| 3.2.19 | The Supplier shall ensure the on-hold process and content agreed between the parties is used for each call. |  | X |
| 3.2.20 | The Supplier shall ensure the call abandoned process agreed between the parties is used for each call. |  | X |
| 3.2.21 | The Supplier shall ensure the call listening process agreed between the parties is used for each call. |  | X |
| 3.2.22 | The Supplier shall ensure the call hand-off process agreed between the parties is used for each call. |  | X |
| 3.2.23 | The Supplier shall, in accordance with CELEBRATION BANK 's requirements (as notified to the Supplier from time to time), provide: (i) standard call management system reports applicable to the systems used by the Supplier; and (ii) any other additional management information and reports agreed between the parties from time to time. |  | X |
| 3.2.24 | A Calendar Quarterly review meeting will be held to discuss the performance of the Services described in this schedule. Service improvement initiatives will be discussed and agreed. |  | X |
| 3.2.25 | The Supplier shall ensure the agreed policies regarding storage of calls, access to calls and recorded call data are being adhered to. |  | X |

## DATA EXCHANGE

* 1. Service Overview
     1. The Supplier shall be required to prepare the Supplier Systems so as to be able to ingest CELEBRATION BANK Data, where required to perform the Services. As at the GSA Effective Date, the following is in scope:
        1. CELEBRATION BANK 's PeopleSoft system to the Ticketing Solution, which shall include the following categories of CELEBRATION BANK Data relating to users: employee name, employee ID number, employee external email address, employee office address/location, employee entity manager ID number and employee work telephone numbers.
        2. CELEBRATION BANK will be responsible for the creation of data extracts and the transmission of accurate data to the Supplier's systems on a weekly basis in order facilitate the Supplier's use of the Peoplesoft CELEBRATION BANK Data in the Ticketing Solution. The parties will agree an implementation plan for the exchange of data and each comply with their obligations set out therein.
        3. Integration Support – The Supplier will be responsible for the setup of a support mechanism to deal with issues with the integrations set out above, including the ability to roll back or correct erroneous imports and re-transmit data for its systems.
     2. For the avoidance of doubt, no integrations are required for the Ticketing Solution. All applicable data for the Ticketing Solution will be provided by CELEBRATION BANK using a secure transfer mechanism. The frequency of data transfer, data fields and number of files transferred may vary throughout the Term. However, the following sets out other potential systems integrations to be agreed during the course of the Term between the parties via the Change Control Procedure:
        1. Fusion to DAT (Vendors, Invoices, Accounts Payable);
        2. BuySmart to DAT (Vendors, Invoices, Accounts Payable);
        3. BuySmart to F&A (Vendors, Invoices, Accounts Payable);
        4. Fusion to F&A (Vendors, Invoices, Purchase Orders);
        5. Fusion to EPA (Vendors, Invoices, Purchase Orders);
        6. PeopleSoft to Self Service Portal / Accretive ESM (Users);
        7. Fusion to PCOI (Vendors, Invoices, Purchase Orders);
        8. Fusion to CBA (Vendors, Purchase Orders);
        9. du360 to IPIE (Vendors, Invoices); and
        10. du360 to EPA (Vendors, Invoices).
  2. Responsibility Matrix

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| --- | --- | --- | --- |
| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |

|  |  |  |  |
| --- | --- | --- | --- |
| **ID** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
| 4.2.1 | The Supplier's systems into which CELEBRATION BANK Data is being ingested must be adequate to receive the volume of data from CELEBRATION BANK as necessary to perform the Services. |  | X |
| 4.2.2 | The Supplier's integrations must have the ability to roll back, re-transmit and correct erroneous imports. |  | X |

## COMPLIANCE

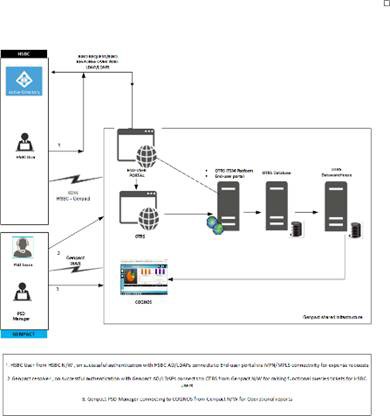
* 1. Responsibility Matrix
     1. The parties shall perform the obligations set out in the following table:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **ID** | **Process** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
| 5.2 | Systems - Compliance | The Supplier shall keep its (and any third party-supplied) systems and applications up-to date with industry standard advances in technology, security and functionality (technology evergreening)  as part of the Service, at no cost to CELEBRATION BANK . |  | X |
| 5.3 | Systems - Compliance | The Supplier must at all times keep a current record of all CELEBRATION BANK Data in its or any of the Supplier Personnel's possession or control, and of such CELEBRATION BANK Data's location, ensuring that data loss protection/file integrity monitoring systems are used to monitor, restrict and notify the Supplier and CELEBRATION BANK when CELEBRATION BANK Data is accessed, removed or altered without authorisation. |  | X |
| 5.4 | Systems | The Supplier must inform CELEBRATION BANK :   1. of any unplanned maintenance of systems and services as soon as reasonably practicable; and 2. within a reasonable period (with such period being in accordance with Good Industry Practice) in advance of any planned maintenance of systems and services. |  | X |
| 5.5 | Systems - Availability | The Supplier shall implement the Supplier's standard rollback procedures in response to CELEBRATION BANK rollback/back-out |  | X |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **ID** | **Process** | **PRINCIPAL ACTIVITY** | **CELEBRATION BANK** | **Supplier** |
|  |  | procedure requests if Licensed CELEBRATION BANK Systems are negatively impacted after an upgrade. This will be at no additional cost to CELEBRATION BANK . |  |  |
| 5.6 | Systems - Availability | CELEBRATION BANK and the Supplier must agree the methodology for patching and upgrading the Supplier's systems used in the provision of the Services in accordance with Good Industry Practice. |  | X |
| 5.7 | Systems | The Supplier must have an acceptable use policy which sets out that no unlawful, harmful, threatening, defamatory, obscene, explicit, infringing, harassing or racially or ethnically offensive information is produced. |  | X |
| 5.8 | Printing | The Supplier shall not be permitted to have in place any printing solution in connection with their access to the Licensed CELEBRATION BANK Systems and, in particular, shall not be permitted to print any CELEBRATION BANK Data, including Vendor Master Data, accessed via the Licensed CELEBRATION BANK Systems. For clarity, this restriction does not apply to the mandatory remote access training assignment that the Supplier shall print for new joiners working on the Services, which does not require any access to Licensed CELEBRATION BANK Systems. |  | X |

## SUPPLIER SYSTEMS

The Supplier shall provide CELEBRATION BANK with access to, and use of, the following Digital Tools for the duration of the Term, on the terms set out in clause 10.4 of the Global Service Agreement:



## PRO Digital Tools

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ID** | **Supplier System** | **Architecture and support processes** | **Systems Functionality** | | |
| 1 | **OTRS -Resolver portal** |  |  | OTRS is an open source software customised and managed by Supplier. It includes the following ITSM functionality:  Incident Management Simple FAQ  Ability to create user associated tickets from a pre- identified mail id |  |
|  | **Customer Service Portal** |  | End-user portal specific for expense requisition queries/incidents  Incident Management Incident Search features |  |
|  | | |
| 2 | **Cognos Reporting** | Supplier leverages Cognos reporting tool as a default OTRS reporting solution. It includes - Data Extract, Agent Level, PCC, Priority, and Queue Reporting.  CELEBRATION BANK will receive Service Desk (PSD) performance reports scheduled based on mutually agreed intervals. | | |

|  |  |  |  |
| --- | --- | --- | --- |
| 3 | **RPA** | | Rapid Automation ( Supplier's solution) helps automate rule based, transaction intensive processes with repeatable tasks by interfacing between different systems at the user interface level, enabling it to mimic human actions. It drives higher productivity, FTE savings, compliance, accuracy and agility for clients.  For CELEBRATION BANK , it will be used for Accounts payable incl. T&E, Automated Supplier Offer Analysis, Procurement automation PR to PO, enable Fusion workflow standards for non BuySmart countries. The Supplier has a technology partnership with Automation Anywhere as RPA contains third party software. |
| 4 | **EPA (Governance)** |  | Supplier's proprietary SaaS based software that has out of the box metrics covering all the core F&A processes and Procurement. The software can received data from the System of Record (ERPs generally) and report on performance of these metrics (CPIs, KPIs) against SLAs and various benchmarks within the company and across the industry. The Supplier leverages Salesforce as OEM partner for the cloud platform. EPA resides in the cloud and is accessible by CELEBRATION BANK users anywhere globally. |

## SCHEDULE 2: OUTCOMES, SERVICE LEVELS AND SERVICE CREDITS

1. [Not used]

## Introduction

* 1. The Outcomes, Key Metrics and KPIs are designed to ensure that the Services are of a consistently high quality and meet the requirements of CELEBRATION BANK .

## Achievement of Outcomes, Key Metrics and KPIs

* 1. Subject to paragraph 3.2, from the first Tollgate 3 (KT) Date (Service Commencement date), the Supplier shall provide the Services so as to meet, achieve or exceed the:
     1. Key Metrics; and
     2. KPIs.
  2. Subject at all times to paragraph 3.2.4, if the Supplier does not achieve or exceed any Key Metrics and KPIs applicable to Services being Transitioned to an In-Scope Country for the first time by the relevant Tollgate 5 (Go Live), the Supplier shall thereafter instead use its Best Endeavours to meet those Key Metrics and KPIs and for such Key Metrics and KPIs, the following provisions of this paragraph 3.2 shall apply:
     1. Within ninety (90) days of that Tollgate 5 (Go Live), the Supplier shall:
        1. where the existing CELEBRATION BANK level of performance is not known, measure its level of performance in respect of those Key Metrics and KPIs applicable to those Services Going Live for the first time in the relevant In-Scope Country. This level of performance (whether CELEBRATION BANK 's, where it exists, or the Supplier's, if CELEBRATION BANK 's is not available) shall form the **"Current Standard"**; and
        2. prepare a plan describing the steps that the Supplier will implement in order to move from the Current Standard so as to achieve the standards set out in appendix 2B and appendix 2C in respect of the relevant Key Metrics and KPIs applicable to those Services Going Live for the first time for the relevant In-Scope Country (which, when approved by CELEBRATION BANK shall be the **"Continuous Improvement Plan"**). For the avoidance of doubt, subject to paragraph 3.2, there will be a Continuous Improvement Plan per KPI and Key Metric, per In-Scope Country. The parties shall also agree the Continuous Improvement Period and the expiry of the Continuous Improvement Plan shall be the **"Continuous Improvement Plan End Date"**.
     2. Where a Continuous Improvement Plan has already been agreed in respect of a KPI or Key Metric this shall be the base version to be updated, in light of country-specific issues, for future In-Scope Countries, pursuant to paragraph 3.2.1.
     3. The Supplier acknowledges and agrees that the purpose of the Continuous Improvement Plan is to allow it the opportunity to address any perceived skill or process deficiencies and shall not include activities or changes to the terms

of the Local Services Agreement that would cause CELEBRATION BANK to incur material additional cost or pay any additional Charges.

* + 1. During the Continuous Improvement Period where this paragraph 3.2 applies, the Supplier shall perform the Services so as to achieve at least the Current Standard, in respect of the relevant Key Metrics and KPIs. The measurement and reporting requirements in paragraph 7 shall apply to such performance. Where this paragraph 3.2 does not apply, paragraph 3.1 shall continue to apply. Accordingly, where the Current Standard is CELEBRATION BANK 's current standard, this shall apply immediately from Tollgate 5 (Go Live).
    2. During the Continuous Improvement Period, the Supplier will report to CELEBRATION BANK within seven (7) days of the end of each month (or such other period as agreed by the parties as part of Transition) in respect of its progress in implementing the requirements of the Continuous Improvement Plan and its Service performance, respectively. In providing such a report, the Supplier shall add a red / amber / green reporting system to each of the required tasks under the Continuous Improvement Plan with the definitions of red, amber and green to be agreed by the parties as part of Transition and indicate where a particular KPI or Key Metric is still subject to measurement pursuant to paragraph 3.2.1.1.
    3. From the Continuous Improvement Plan End Date, the Supplier shall meet or exceed the standards for the Key Metrics and KPIs set out in appendix 2B and appendix 2C respectively, unless the parties have agreed in writing to a different standard, in which case the Supplier shall provide the Services so as to meet or exceed this different standard.
  1. If the Supplier fails to process all of the required volumes in any given Measurement Period, such volume must be processed during the following Measurement Period. Failure to do so shall be deemed to be a failure to achieve the applicable Key Metric or KPI in that subsequent Measurement Period.
  2. In support of a workflow solution for Accounts Payable:
     1. CELEBRATION BANK shall use reasonable endeavours to extend the usage of Ariba Buysmart (or equivalent systems) in countries where it is already deployed to route as many invoices and expenses as possible through Ariba Buysmart (or equivalent systems), reducing the requirement to access multiple Accounts Payable ERPs; and
     2. CELEBRATION BANK shall use reasonable endeavours to activate the workflow module of Ariba Buysmart (or equivalent systems) to enable resolution of invoice exceptions through the workflow; and
     3. if, notwithstanding paragraphs 3.4.1 and 3.4.2 above, there remain countries or volumes that cannot be routed through Ariba or Fusion or equivalent invoicing systems) on an ongoing basis as at the Go Live Date, the Supplier shall process Invoices manually until such time such countries or volumes can be routed through Ariba or Fusion (or equivalent invoicing systems), subject to a Best Endeavours obligations to meet or exceed the KPIs or Key Metrics provided it does not fall below the standard of performance of CELEBRATION BANK in the 12 months prior to the Service Go Live. The parties may agree via the Change Control Procedure the deployment of an alternative workflow as an alternative to the

default position. The foregoing provisions are without prejudice to the Supplier's obligation in respect of the relevant Continuous Improvement Plan.

* 1. From the first Tollgate 3 (KT) Date (Service Commencement date), the Supplier shall provide the Services so as to attain the Outcomes.

## Service Remedies

* 1. If the Outcomes, Key Metrics or KPIs are not met or achieved, as applicable, then, without prejudice to CELEBRATION BANK 's rights under the Global Services Agreement or Local Services Agreement, the Supplier will:
     1. investigate, assemble and preserve pertinent information with respect to the cause(s) of the problem within two (2) Business Days, including performing a root cause analysis of the problem;
     2. advise CELEBRATION BANK within two (2) Business Days, as and to the extent reasonably requested by CELEBRATION BANK , of the status of remedial efforts being undertaken with respect to such problem;
     3. minimise the impact of and correct the problem and thereafter recommence performance in accordance with the Outcomes and KPIs as soon as possible;
     4. take appropriate preventative measures so that the problem does not reoccur; and
     5. where failure is a persistent failure which has a significant impact on the Services, permit CELEBRATION BANK and / or its nominated representative to remedy the failure, if the Supplier has not done so within a reasonable period of time, provided that if CELEBRATION BANK wishes to permit a third party to remedy any such failure and is likely to incur additional costs as a result (for which the Supplier is liable under this paragraph 4.1.5), the parties shall discuss and agree such costs prior to CELEBRATION BANK incurring the same,

(together, **"Service Remedies"**).

## Calculation of Performance

* 1. The Supplier shall provide and use monitoring tools and procedures as are reasonably necessary to measure and report upon its performance of the Services, and in particular as required by paragraph 7, below. The Supplier will provide CELEBRATION BANK with sufficient information in order to ensure the levels of service that are being provided by the Supplier are in accordance with the Outcomes, Key Metrics and KPIs and so as to verify the Charges. The Supplier will provide CELEBRATION BANK with reasonable information for the purposes of such verification.
  2. Degradation or failure of performance within the relevant Measurement Period shall not constitute a failure to meet the established level of performance to the extent that such failure is attributable to any one or more of the following causes:
     1. a Relief Event, subject to clause 26 (*Relief Notice*); and/or
     2. an unreasonable refusal by CELEBRATION BANK or the CELEBRATION BANK Contracting Party to increase the number of FTE assigned to perform the Services when the Deadband is met

or exceeded on the basis described in schedule 3 (*Charges and Payments*) or any downtime agreed by both parties for the purposes of scheduled maintenance.

* 1. If any of the situations referred to in paragraph 5.2, the Supplier shall report the actual time taken in respect of the relevant Key Metric or KPI (that is, not applying any discount or excluding any time attributable to the issues described in paragraph 5.2) and shall separately indicate the impact of the relevant failing or delay on the calculation and the parties shall discuss the implications in relation to the reported measurement of the relevant Key Metric or KPI.
  2. The Supplier recognises that its failure to meet or achieve, as applicable, the Outcomes, Key Metrics or KPIs may have a material adverse impact on the business and operations of CELEBRATION BANK .

## Outcome Performance and Service Credits

* 1. Treated in isolation, the Key Metrics and KPIs do not provide an adequate assessment of the Supplier's contribution to the overall service and CELEBRATION BANK 's business outcomes. As such, CELEBRATION BANK will assess the Supplier's performance in the context of the Supplier's participation in, and contribution to, CELEBRATION BANK 's procurement function and services delivery as a whole.
  2. Accordingly, from the first Tollgate 5 (Go Live) Date, in addition to the Supplier's performance against the KPIs and Key Metrics, the Supplier's performance against the Outcomes shall be measured by CELEBRATION BANK on a Quarterly basis on a: (i) per country basis; and

(ii) global basis in respect of all countries on an aggregated basis.

* 1. Depending on the Supplier's Outcome performance on each of the country performance basis and the global basis, subject to paragraph 6.4 below, the Service Credit applicable shall be the percentage of the overall At Risk Amount set out in the table set out at appendix 2A in the column headed "Service Credit Allocation".
  2. The amount of Service Credits actually payable by the Supplier to CELEBRATION BANK each Contract Year shall not exceed, in total, fifteen (15) per cent of the global aggregate Service Management Charges and Base Charges paid and payable in respect of the relevant Contract Year (**"At Risk Amount"**).
  3. Where a sum is expressed to be payable as a Service Credit, the parties agree that:
     1. such sums are a price adjustment to reflect the actual quality of service provided to CELEBRATION BANK and do not represent an estimate of the loss of damage that may be suffered by CELEBRATION BANK in respect of the poor Outcome performance which gives rise to the Service Credit; and
     2. the crediting of such sums is without prejudice to any entitlement CELEBRATION BANK may have under the Global Services Agreement and the Local Services Agreement(s) (including but not limited to the right to claim damages from the Supplier relating to any loss arising from the poor Outcome performance).

## Monitoring and Reporting of Key Metrics and KPIs

* 1. The Supplier shall provide records of, and reports summarising, the performance of the Services achieved by the Supplier against the Key Metrics and KPIs. The Supplier shall make such reports available via an online portal as soon as is practicable during the Transition Period and, in the event that such portal is not available from the relevant Tollage 5 (Go Live)

Date due to agreed technical implementation timelines, the required reports will be provided to CELEBRATION BANK as electronic documents in the required detail and format reasonably required by CELEBRATION BANK . In addition, the Supplier shall provide daily performance data of a nature the Supplier gathers or has access to in its day to day performance of the Services on request from CELEBRATION BANK .

* 1. The Supplier shall measure performance in respect of the Key Metrics and KPIs in respect of each Local Services Agreement, as well as providing an overall set of measurements in respect of all Local Services Agreements.
  2. CELEBRATION BANK reserves the right to measure the Supplier's performance and in the event of any discrepancy, following a discussion between the parties to seek to resolve the discrepancy, if the parties are not able to agree the measurement of the Supplier's performance for the relevant period, CELEBRATION BANK 's measurement shall prevail.
  3. The Supplier shall provide such additional statistics, reports and other information as CELEBRATION BANK may reasonably request to confirm the Supplier's performance against the 'operational KPIs' which the parties agree during the relevant Solution ID Phase of the applicable Transition Wave. For the avoidance of doubt, such 'operational KPIs' shall not have an associated service level or performance target and shall be for CELEBRATION BANK 's information only.
  4. The Supplier shall create reports, trend analysis and such other information as CELEBRATION BANK may reasonably request to verify the Supplier's performance and compliance against the Key Metrics and KPIs setting out performance against the Key Metrics and KPIs during that month and on a cumulative average basis during the relevant Year (a **"Key Metric and KPI Performance Score Report"**) and shall within seven (7) Business Days of the end of the relevant month (unless otherwise agreed in writing between the parties during Transition) produce and provide an up to date copy of the Key Metric and KPI Performance Score Report to CELEBRATION BANK . The report shall include a dashboard detailing the Red / Amber / Green status of the Supplier's performance referred to in paragraph 3.2.5 and following completion of the Continuous Improvement Plan against each of the Key Metrics and KPIs during that month and on a cumulative average basis during the relevant year on a local and average global basis, for which the Red/Amber/Green status shall be agreed during Transition.
  5. If the Supplier fails to produce and deliver a "Performance Score Report" in respect of the relevant month within the relevant timescale, either at all or in a format and without the level of detail required to enable CELEBRATION BANK to understand the Supplier's performance in respect of the Key Metrics and KPIs for that month, after CELEBRATION BANK has given the Supplier written notice of such failure and a reasonable opportunity to submit the report, the Supplier will be deemed to have failed to achieve the affected Key Metrics and KPIs.
  6. The parties agree to perform a review of the KPIs and Key Metrics periodically throughout the Term to ensure the KPIs and Key Metrics continue to meet CELEBRATION BANK 's requirements. If, as a result of the review, CELEBRATION BANK concludes that its requirements are no longer being met by the Key Metrics or KPIs, the parties shall discuss how this can be addressed through the most appropriate governance forum.

## APPENDIX 2A: OUTCOMES

1. **Net Promoter Score Survey**
   1. As at the GSA Effective Date, there is a single Outcome as follows: to achieve an overall net promoter score of between 3.0 and 5.0, at both a local country level and a global level, in the NPS Survey.
   2. The NPS Survey to be used is set out below:

|  |  |  |  |
| --- | --- | --- | --- |
| **#** | **Category** | **NPS Survey Question** | **Score 1-5** |
| 1 | Performance | Have PRO achieved the Key Metric / Service KPI targets and has performance been consistent and improved (where applicable in line with Continuous Improvement Plans) during the year? |  |
| 2 | Continuous Improvement | Have PRO continuous improvement initiatives been effective and have PRO brought the latest thinking and applications in BPO to CELEBRATION BANK for consideration? |  |
| 3 | Risk, Reputation and Control | Have PRO met all the business and risk controls and met the audit requirements specific to PRO / for which PRO is responsible and not brought CELEBRATION BANK or PRO CSR into disrepute? |  |
| 4 | Behaviour and Conduct | Have you found PRO to be proactive, engaged and display CELEBRATION BANK values? |  |
| 5 | Customer Service and Value | Have you received good service from PRO (including effective escalations management) and do they offer good customer service? |  |

* 1. The NPS Survey has five (5) possible scores of the Supplier's performance of the Services, as set out below (**"NPS Survey Scores"**). The overall NPS Survey Score for each NPS Survey will be the average of the individual NPS Survey Scores for each of the questions. In deciding the relevant score for each question, reference will be made to the KPI and Key Metric dashboards produced by the Supplier pursuant to this schedule 2 but this shall not in any way fetter the discretion of the NPS Survey Recipients in determining the relevant NPS Survey Scores.

## NPS Survey Scores

|  |  |
| --- | --- |
| **Score** | **Definition** |
| 1 | **Poor Performance** |
| 2 | **Inconsistent Performance** |
| 3 | **Good Performance** |
| 4 | **Strong Performance** |
| 5 | **Exceptional Performance** |

* 1. The NPS Survey will be sent, during each applicable Quarter, with a sufficient time for completion to enable compliance with paragraph 1.7 below to the **"NPS Survey Recipients"**, namely:
     1. CELEBRATION BANK 's CPO, the Chief Operations Officer, Procurement, and the Global Head of BPO (the **"Global Heads"**), whose aggregated responses will generate the Quarterly NPS Survey Score (Global); and
     2. Heads of Procurement for the relevant Local Services Agreement(s), each of whose response will generate the Quarterly NPS Survey Score (Local) for that Local Services Agreement.
  2. The first NPS Surveys will be issued:
     1. to a Head of Procurement for a Local Services Agreement three (3) months after the first Tollgate 5 (Go Live) Date for the relevant In-Scope Country; and
     2. to the Global Heads at the same time as an NPS Survey is first issued to any Head of Procurement for a Local Services Agreement.
     3. After the first NPS Surveys have been issued, further NPS Surveys will be issued during every subsequent Quarter.
  3. NPS Survey Recipients may delegate completion of an NPS Survey to any other appropriate person who has an appropriate understanding of the Services.
  4. Subject to paragraph 2 below, CELEBRATION BANK will notify the Supplier of the NPS Survey Scores (Local and Global, as applicable) no later than the last Business Day of the first month after the end of each Quarter.
  5. The parties acknowledge that during the first Quarter there will be a need to stabilise the Services being provided and consequently it will be necessary to adjust the raw scores generated by the first NPS Survey for each In-Scope Country and the first global NPS Survey to reflect this need for stabilisation. Therefore if the Quarterly NPS Survey Score (Global) and the Quarterly NPS Survey Score (Local) generated by these first NPS Surveys is less than 3.0, it shall be adjusted as follows: such score shall be multiplied by 3 and divided by 2.5 (i.e. so that a raw score of 2.5 shall be deemed to have a value of 3.0 and all other scores below

3.0 shall be increased in the same proportion) for the purposes of calculating the first Quarterly NPS Survey Score (Global) and the first Quarterly NPS Survey Score (Local) for each In-Scope Country.

* 1. Subject to paragraph 1.8, at the end of each Contract Year, the annual NPS Survey Scores reflecting all of the NPS Surveys that have been conducted in that Contract Year, shall be calculated as follows:
     1. for the NPS Survey Score (Global) be the average of the Quarterly NPS Survey Scores (Global) so as to generate the **"Annual NPS Survey Score (Global)"**; and
     2. for each country's NPS Survey Score (Local) be the average of that country's Quarterly NPS Survey Score (Local) so as to generate that country's **"Annual NPS Survey Score (Local)"**.
  2. The Annual NPS Survey Score (Global) and the Annual NPS Survey Scores (Local) shall determine the level of deductions which can be made by CELEBRATION BANK from the At Risk Amount, as detailed in paragraph 2.3 below.

## Governance

* 1. Prior to finalising the NPS Survey Score from a particular NPS Survey Recipient, CELEBRATION BANK and the Supplier shall discuss the provisional NPS Survey Scores at the Management Committee Meeting, at which meeting the Supplier may discuss with CELEBRATION BANK its views on the scores and provide explanations relating to any perceived dissatisfaction on the part of the NPS Survey Recipients. In addition, the Global Heads may override one or more NPS Survey Scores given by the Head of Procurement for a Local Services Agreement. Thereafter, CELEBRATION BANK shall finalise the NPS Survey Scores as it sees fit (which may involve an increase or decrease to the provisional score). Such finalised NPS Survey Scores shall be the NPS Survey Scores for all other purposes.
  2. In conjunction with finalising the NPS Survey Scores, CELEBRATION BANK shall use its reasonable endeavours to provide to the Supplier the rationale for the relevant NPS Survey Score together with, if relevant, suggested improvement activities. For clarity, implementing these improvement activities does not mean that the Supplier will automatically increase its NPS Survey Scores.
  3. If a particular country has an NPS Survey Score of 2.9 or less for two (2) Quarters in any single Contract Year, then there shall be monthly meetings attended by the Supplier's Global Operations Lead and Global Relationship Manager and CELEBRATION BANK 's relevant Country Lead to discuss the reasons behind the scores and actions needed to improve performance. The Supplier will develop an improvement plan for CELEBRATION BANK 's approval and share progress against the plan during these meetings.

## Calculation of Service Credits

* 1. The Supplier has fifteen (15) per cent of the global aggregate Service Management Charges and Base Charges paid and payable in respect of the relevant Contract Year at risk, dependent upon on its Annual NPS Survey Scores. This At Risk Amount is split 50/50 (7.5%/7.5%) between the Supplier's Annual NPS Survey Score (Local) and the Annual NPS Survey Score (Global). However, if the NPS Survey Score (Local or Global) is equal to or greater than a

2.5 and less than a 3.0, then the amount of Service Credits actually payable by the Supplier to CELEBRATION BANK each Contract Year against each of the applicable scores is reduced, as shown in the table below, and shall not exceed 37% of the At Risk Amount (i.e. 5.5% of the global aggregate Service Management Charges and Base Charges paid and payable in respect of the relevant Contract Year).

|  |  |  |
| --- | --- | --- |
| **Outcome Name** | **Required Outcome Performance Level** | **Service Credit Allocation (as a percentage of the At Risk Amount)** |
| Annual NPS Survey Score (Global) | Annual NPS Survey Score (Global) of between 3.0 and 5.0 | 0% |
| Annual NPS Survey Score (Global) equal to or greater than 2.5 and less than 3.0 | 37% |
| Annual NPS Survey Score (Global) of less than 2.5 | 50% |
| Annual NPS Survey Score (Local) | Annual NPS Survey Score (Local) of between 3.0 and 5.0 | 0% |

|  |  |  |
| --- | --- | --- |
| **Outcome Name** | **Required Outcome Performance Level** | **Service Credit Allocation (as a percentage of the At Risk Amount)** |
|  | Annual NPS Survey Score (Local) equal to or greater than 2.5 and less than 3.0 | 37% |
| Annual NPS Survey Score (Local) of less than 2.5 | 50% |

* 1. Each country for which an Annual NPS Survey Score (Local) has been generated will be allocated a share of the maximum Service Credit Allocation which may be accrued for the Annual NPS Survey Score (Local) in proportion to that country's contribution to the overall Charges paid and payable under all Local Services Agreements in the relevant Contract Year (the **"Country Share of Service Points"**).
  2. By way of example, if:
     1. relevant Charges in respect of all Local Services Agreements are US$2,500,000 (**"Qualifying Charges"**);
     2. the overall At Risk Amount will be US$375,000 on the basis of fifteen percent of the above,

then the Service Credit applicable to the Annual NPS Survey Score (Local) if less than a score of 2.5 would be US$187,500 (i.e. 50% x the overall At Risk Amount).

* 1. In this example, if the relevant Charges of US$2,500,000 represented the total Charges in the applicable Contract Year for the UK, the US, China and Hong Kong then the maximum Service Credits which would be accrued depending on example Annual NPS Survey Score (Local) results would be as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Country to which a Local Services Agreement applies** | **Charges paid and payable in the relevant Contract Year for the relevant country/as a percentage of the total Qualifying Charges** | **Example Annual NPS Survey Score (Local)** | **Maximum Service Credit Allocation (as**  **a percentage of the overall At Risk Amount of $375,000)**  **which may be accrued in respect of that country for relevant score (as per the table above)** | **Service Credits Accrued** |
| UK | US$1,250,000 / 50% | 3.0 | 0% | 0 |

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| --- | --- | --- | --- | --- |
| **Country to which a Local Services Agreement applies** | **Charges paid and payable in the relevant Contract Year for the relevant country/as a percentage of the total Qualifying Charges** | **Example Annual NPS Survey Score (Local)** | **Maximum Service Credit Allocation (as**  **a percentage of the overall At Risk Amount of $375,000)**  **which may be accrued in respect of that country for relevant score (as per the table above)** | **Service Credits Accrued** |
| US | US$750,000 / | 2.8 | 37% x | 30% x |
| 30% | $375,000 = | $138,750 = |
| $138,750 | $41,625 |
| China | US$250,000 / 10% | 3.5 | 0 | 0 |
| Hong Kong | US$250,000 / | 2.1 | 50% x | 10% x |
| 10% | $375,000 = | $187,500 = |
| $187,500 | $18,750 |

## APPENDIX 2B: KEY METRICS

The following definitions have the following meaning in Scheduele 2 (*Outcomes, Service Levels and Service Credits*):

**"Correctly Completed"** shall mean completed in accordance with the applicable CELEBRATION BANK Policies and Procedures;

**"First Time Resolution"** means the relevant query is Resolved on the Supplier's first interaction with the relevant End User;

**"L1"** means a Non-Technical Query that is capable of being Resolved (within the meaning of part (i) of the definition of Resolved) by the Procurement Support Desk, which shall include any general Non-Technical Queries relating to a process within the scope of CELEBRATION BANK 's procurement function (including as they relate the Services);

**"L2"** means a Non-Technical Query that is not capable of being Resolved by the Procurement Support Desk and can only be Resolved by another Supplier or CELEBRATION BANK team not providing the Procurement Support DesRk Services (within the meaning of part (ii) of the definition of Resolution), which shall include any specific Non-Technical Queries relating to a particular PSR, Sourcing Event or Sourcing Project that is non-general in nature;

**"Required Performance Level"** means the standards for Key Metrics and KPIs which the Supplier is required to meet or exceed pursuant to paragraph 3.2 of this schedule 2;

**"Response"** means notification to confirm that the Supplier is aware of the relevant query and that a specific individual has actively assumed responsibility for it;

**"Right First Time Allocation"** means the relevant query has been allocated to the correct team within the Supplier that is capable of Resolving it, without the need to pass such query on to another Supplier team to Resolve;

**"Resolution"** or **"Resolved"** (as the context requires) means either:

1. an answer is provided by the Supplier to the query, which satisfies the End User such that they require no further information or assistance from the Supplier PSD Services team and/or any other team within CELEBRATION BANK in respect of that query; or
2. if only a Supplier team not providing the PSD Services or an CELEBRATION BANK team can answer the relevant query, then the Supplier has referred the relevant End User to the correct team, either within the Supplier or CELEBRATION BANK (as applicable).

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| **Key Metric No.** | **Service Line** | **Key Metric (KM)** | **Formula (expressed as a percentage, unless otherwise stated)** | **Measurement** | **Required Performance Level ("SLA")** | **Measurement Period** |
| KM 1 | PSD | % First Time Resolution (FTR) | (A / B)\*100 | A = total number of calls and emails with FTR on time (within the timescale specified in the SLA)  B = total number of calls and emails received by PSD  Cycle time = received date to Resolved date | 1. L1 emails -95% to be Resolved within one Support Day 2. L1 calls - 95% to be Resolved during the same call 3. L2 emails or calls   - 95% to be Resolved within three Support Days | Calendar Month |

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| **Key Metric No.** | **Service Line** | **Key Metric (KM)** | **Formula (expressed as a percentage, unless otherwise stated)** | **Measurement** | **Required Performance Level ("SLA")** | **Measurement Period** |
|  |  |  |  |  | L1 means a Non- Technical Query that is capable of being Resolved (within the meaning of part (i) of the definition of Resolved) by the Procurement Support Desk, which shall include any general Non-Technical Queries relating to a process within the scope of CELEBRATION BANK 's procurement function (including as they relate the Services); |  |

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| **Key Metric No.** | **Service Line** | **Key Metric (KM)** | **Formula (expressed as a percentage, unless otherwise stated)** | **Measurement** | **Required Performance Level ("SLA")** | **Measurement Period** |
|  |  |  |  |  | L2 means a Non- Technical Query that is not capable of being Resolved by the Procurement Support Desk and can only be Resolved by another Supplier or CELEBRATION BANK team not providing the Procurement Support Desk Services (within the meaning of part  (ii) of the definition of Resolution), which shall include any specific Non- Technical Queries relating to a particular PSR, Sourcing Event or Sourcing Project that is non-general in nature. |  |

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| --- | --- | --- | --- | --- | --- | --- |
| **Key Metric No.** | **Service Line** | **Key Metric (KM)** | **Formula (expressed as a percentage, unless otherwise stated)** | **Measurement** | **Required Performance Level ("SLA")** | **Measurement Period** |
| KM 2 | PSD | Right First Time Allocation (RFT) | (A / B)\*100 | A = total number of requests on time (within the timescale specified in the SLA)  B = total number of requests allocated  Cycle time = received date to buyer allocated date | 95% to be allocated RFT within one Support Day | Calendar Month |
| KM 3 | PSD | PSD Business Satisfaction Survey | (A / B)\*100 | A = Total number of  survey scores received of 3 and above / 4 and above (as applicable)  B = Total number of survey scores received | This Key Metric shall not apply if the response rate is less than 10% of users of the relevant Service surveyed in the applicable Measurement Period.  50% score 4 and above  80% score 3 and above | Calendar Month |

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| **Key Metric No.** | **Service Line** | **Key Metric (KM)** | **Formula (expressed as a percentage, unless otherwise stated)** | **Measurement** | **Required Performance Level ("SLA")** | **Measurement Period** |
| KM 4 | Requisition Management | PO Processing | (A / B)\*100 | A = Total number of PO's processed on time (within the timescale specified in the SLA)  B = Total number of PO's processed  Cycle Time = Date the approved and complete Requisition is submitted by the business to Purchase Order Issue Date | 70% in one Support Day  95% in two Support Days | Calendar Month |
| KM 5 | Requisition Management | % volume compliance to approved Buying Channel | (A / B)\*100 | A = Total number invoices processed through an approved Buying Channel  B = Total number invoices processed | 95% | Calendar Month |

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| **Key Metric No.** | **Service Line** | **Key Metric (KM)** | **Formula (expressed as a percentage, unless otherwise stated)** | **Measurement** | **Required Performance Level ("SLA")** | **Measurement Period** |
| KM 6 | Requisition Management | % volume of Vendor rationalisation | (A / B)\*100 | A = total number of Vendors in previous Measurement Period  B = total number of Vendors in current Measurement period | (i) calendar years 1 - 3:  - 2.5% minimum reduction per Calendar Quarter so as to achieve - 32% by end of calendar year 3   1. calendar years 4 and 5:   -0.75% minimum reduction per Calendar Quarter so as to achieve -8% by end of calendar year 5   1. calendar years 6 and 7:   -0.5% minimum reduction per Calendar Quarter so as to achieve - 2% by end  of calendar year 7 | Calendar Quarter |

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| --- | --- | --- | --- | --- | --- | --- |
| **Key Metric No.** | **Service Line** | **Key Metric (KM)** | **Formula (expressed as a percentage, unless otherwise stated)** | **Measurement** | **Required Performance Level ("SLA")** | **Measurement Period** |
| KM 7 | AP | 1. % volume of invoices paid as per the credit term agreed with the Vendor; and 2. % value of invoices paid as per the credit term period agreed with the Vendor | (A / B)\*100 | A = total invoices paid on time APCT (value and volume)  B = total invoices paid  APCT = As per the credit terms | 97%  98% overall | Calendar Month |
| KM 8 | AP | % of correct payments | (A / B)\*100 | A = total number of Correctly Paid invoices  B = total number of invoices paid  Correctly paid = correct amount in current currency paid first time into the correct Vendor bank account without need for any recall/adjustments. Sample size / audits / methodology - as per the CELEBRATION BANK Policies and Procedures | 99.9% | Calendar Month |

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| --- | --- | --- | --- | --- | --- | --- |
| **Key Metric No.** | **Service Line** | **Key Metric (KM)** | **Formula (expressed as a percentage, unless otherwise stated)** | **Measurement** | **Required Performance Level ("SLA")** | **Measurement Period** |
| KM 9 | S2C  Production | % volume put through the e- Sourcing platform (e-RFx / eAuctions) | (A / B)\*100 | A = total requests sourced through e-Sourcing Platform  B = total sourced requests completed  e-Sourcing Platform = eRFX and eAuctions | 50% | Calendar Month |
| KM 10 | S2C  Production | Buyer Satisfaction Survey | (A / B)\*100 | A = Total number of scores received of 3 and above / 4 and above (as applicable)  B = Total number of survey scores received | This Key Metric shall not apply if the response rate is less than 10% of users of the relevant Service surveyed in the applicable Measurement Period.  50% score 4 and above  80% score 3 and above | Calendar Month |

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| **Key Metric No.** | **Service Line** | **Key Metric (KM)** | **Formula (expressed as a percentage, unless otherwise stated)** | **Measurement** | **Required Performance Level ("SLA")** | **Measurement Period** |
| KM 11 | Operational Sourcing | 5% Cost reduction | (A / B)\*100 | A = cost reduction as per the CELEBRATION BANK Savings Procurement Benefits Tracking Framework New Sourcing, Extensions and Renewals contract types only  B = % of total spend (not per project) | 4.9% | Calendar Month |
| KM 12 | Operational Sourcing | 8% Cost avoidance | (A / B)\*100 | A = cost avoidance as per the CELEBRATION BANK Savings Procurement Benefits Tracking Framework New Sourcing, Extensions and Renewals contract types only  B = % of total GP spend (not per project) | 7.9% | Calendar Month |

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| --- | --- | --- | --- | --- | --- | --- |
| **Key Metric No.** | **Service Line** | **Key Metric (KM)** | **Formula (expressed as a percentage, unless otherwise stated)** | **Measurement** | **Required Performance Level ("SLA")** | **Measurement Period** |
| KM 14 | Operational Sourcing | Sourcing Request Processing | (A / B)\*100 | A = total number of Requests Correctly Completed on time (as reflected in the applicable SLA\*)  B = total number of requests Correctly Completed  Requests = all of the requests which are subject to measurement pursuant to KPIs 15 - 20 (inclusive) by contract type  \*applicable SLA shall mean each of the SLAs indicated below for KPIs 15 - 20 (inclusive) as relevant to the type of Request being  measured. For the avoidance of doubt, the Supplier shall measure its performance for each Request type against the applicable SLA and combine the totals to produce a  combined total for this KM 14. | 95% | Calendar Month |

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| **Key Metric No.** | **Service Line** | **Key Metric (KM)** | **Formula (expressed as a percentage, unless otherwise stated)** | **Measurement** | **Required Performance Level ("SLA")** | **Measurement Period** |
|  |  |  |  | Cycle time = Request Received Date to Signed Contract Upload Date |  |  |
| KM 15 | Operational Sourcing | % volume compliance to correct Contracting Channel | (A / B)\*100 | A = total number of requests compliant to correct Contracting Channel  B = total number of requests requested | 95% | Calendar Month |
| KM 16 | Operational Sourcing | Sourcing Business Satisfaction Survey | (A / B)\*100 | A = Total number of positive  Survey scores of 3 and above / 4 and above (as applicable) received  B = Total number of surveys received  Response rate to be minimum 10% | This Key Metric shall not apply if the response rate is less than 10% of users of the relevant Service surveyed in the applicable Measurement Period.  50% score 4 and above  80% score 3 and above | Calendar Month |

## APPENDIX 2C: SERVICE KEY PERFORMANCE INDICATORS

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| --- | --- | --- | --- | --- | --- | --- |
| **KPI No.** | **Service Line** | **Principle Activity** | **Service KPI** | **Formula (expressed as a percentage unless otherwise stated)** | **Measurement** | **Required Performance Level ("SLA")** |
| 1 | PSD | Business Support | Grade Of Service | (A / B)\*100 | A = total number of calls to PSD answered within 20 seconds  B = total number of calls received by PSD | 90% of calls answered within 20 seconds |
| 2 | Requisition Management | Buying Channel Creation | Buying Channel Creation | (A / B)\*100 | A = total requests completed correctly on time (as reflected in the required SLA)  B = total requests received  Cycle time: from completion of the IVR sequence. Any calls abandoned within 3 seconds of completion of the IVR sequence shall be excluded from the measurement. | 70% in One (1) Support Day  95% in Two (2) Support Days |

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| --- | --- | --- | --- | --- | --- | --- |
| **KPI No.** | **Service Line** | **Principle Activity** | **Service KPI** | **Formula (expressed as a percentage unless otherwise stated)** | **Measurement** | **Required Performance Level ("SLA")** |
| 3 | Requisition Management | Buying Channel Maintenance | Buying Channel Maintenance | (A / B)\*100 | A = total requests completed correctly on time (as reflected in the required SLA)  B = total requests received | 70% in One (1) Support Day  95% in Two (2) Support Days |
| 4 | Accounts Payable | Vendor Master Data | Requests completed on time (as reflected by the required SLA) | (A / B)\*100 | A = total requests completed on time  B = total requests received | 80% within Two (2) Support Day  98% within Three (3) Support Days |
| 5 | Accounts Payable | Vendor Master Data | requests completed correctly | (A / B)\*100 | A = total requests completed correctly  B = total requests received | 98% |
| 6 | Accounts Payable | Travel & Expense | Expenses paid on time (as reflected by the required SLA) | (A / B)\*100 | A = Total number expenses paid correctly on time (as reflected by the required SLA)  B = Total number expenses paid  Cycle Time - Expense received date to expense paid date | 80% within Two (2) Support Days  98% within Three (3) Support Days |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **KPI No.** | **Service Line** | **Principle Activity** | **Service KPI** | **Formula (expressed as a percentage unless otherwise stated)** | **Measurement** | **Required Performance Level ("SLA")** |
| 7 | Accounts Payable | Travel & Expense | Expenses correctly paid | (A / B)\*100 | A = Total number expenses paid correctly  B = Total number expenses paid during the period  Sample/audit/methodology  - As per the CELEBRATION BANK Policies and Procedures | 98% |
| 8 | Accounts Payable | Payments | % of duplicate payments | (A / B)\*100 | A = total number of duplicate payments B = total number of invoices paid | 0.2% |
| 9 | Accounts Payable | Month reconciliations and reporting | Month end process completed correctly | n/a | Month end process (as per CELEBRATION BANK Policies and Procedures) completed correctly | 100% |

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| --- | --- | --- | --- | --- | --- | --- |
| **KPI No.** | **Service Line** | **Principle Activity** | **Service KPI** | **Formula (expressed as a percentage unless otherwise stated)** | **Measurement** | **Required Performance Level ("SLA")** |
| 10 | S2C Production | Market Intelligence | MI requests Correctly Completed within SLA | (A / B)\*100 | A = total number of MI requests Correctly Completed on time (as reflected in the required SLA)  B = total number of MI requests required to be completed  Cycle time = Request Received Date to Correctly Completed and returned to requestor date | 70% within 2 Support Days  80% within 5 Support Days  95% within 10 Support Days |
| 11 | S2C Production | Sourcing Analytics | Requests Correctly Completed on time (as reflected in the required SLA) | (A / B)\*100 | A = total number of SA requests Correctly Completed on time (as reflected in the required SLA)  B = total number of SA requests completed  Cycle time = Request Received Date to Correctly Completed and returned to requestor date | 70% within Two (2) Support Days  95% within Three (3) Support Days |

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| **KPI No.** | **Service Line** | **Principle Activity** | **Service KPI** | **Formula (expressed as a percentage unless otherwise stated)** | **Measurement** | **Required Performance Level ("SLA")** |
| 12 | S2C Production | NDA | Requests Correctly Completed on time (as reflected in the required SLA) | (A / B)\*100 | A = total number of NDA requests Correctly Completed on time (as reflected by the required SLA)  B = total number of NDA requests completed  Cycle time = Request Received Date to Correctly Completed and returned to requestor date | 70% within Two (2) Support Days  95% within Three (3) Support Days |
| 14 | S2C Production | e -Auctions | % volume sourced through e-Auctions | (A / B)\*100 | A = total volume sourced through e-Auctions  B = total volume sourced by Supplier | 50% |

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| **KPI No.** | **Service Line** | **Principle Activity** | **Service KPI** | **Formula (expressed as a percentage unless otherwise stated)** | **Measurement** | **Required Performance Level ("SLA")** |
| 15 | Operational Sourcing | New Sourcing | Requests Correctly Completed% on time (as reflected in the required SLA) | (A / B)\*100 | A = total number of requests Correctly Completed on time (as reflected by the required SLA)  B = total number of requests Correctly Completed  Cycle time = Request Received Date to Signed Contract Upload Date | 65% in 20 Support Days  80% in 40 Support Days  95% in 60 Support Days |
| 16 | Operational Sourcing | Contracts Amendments | Requests Correctly Completed on time (as reflected in the required SLA) | (A / B)\*100 | A = total number of requests Correctly Completed on time (as reflected by the required SLA)  B = total number of requests Correctly Completed  Cycle time = Request Received Date to Signed Contract Upload Date | 65% in 10 Support Days  80% in 15 Support Days  95% in 20 Support Days |

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| **KPI No.** | **Service Line** | **Principle Activity** | **Service KPI** | **Formula (expressed as a percentage unless otherwise stated)** | **Measurement** | **Required Performance Level ("SLA")** |
| 17 | Operational Sourcing | Extensions and Renewals | Requests Correctly Completed on time (as reflected in the required SLA) | (A / B)\*100 | A = total number of requests Correctly Completed on time (as reflected by the required SLA)  B = total number of requests Correctly Completed  Cycle time = Request Received Date to Signed Contract Upload Date | 65% in 15 Support Days  80% in 25 Support Days  95% in 40 Support Days |
| 18 | Operational Sourcing | Statements of Work / Sub- agreements / Call-offs | Requests Correctly Completed on time (as reflected in the required SLA) | (A / B)\*100 | A = total number of requests Correctly Completed on time (as reflected by the required SLA)  B = total number of requests Correctly Completed  Cycle time = Request Received Date to Signed Contract Upload Date | 65% in 10 Support Days  80% in 15 Support Days  95% in 20 Support Days |

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| **KPI No.** | **Service Line** | **Principle Activity** | **Service KPI** | **Formula (expressed as a percentage unless otherwise stated)** | **Measurement** | **Required Performance Level ("SLA")** |
| 19 | Operational Sourcing | Termination | Requests Correctly Completed on time (as reflected in the required SLA) | (A / B)\*100 | A = total number of requests Correctly Completed on time (as reflected by the required SLA)  B = total number of requests Correctly Completed  Cycle time = Request Received Date to Signed Contract Upload Date | 65% in 10 Support Days  80% in 15 Support Days  95% in 20 Support Days |
| 20 | Operational Sourcing | Other Contracts | Requests Correctly Completed on time (as reflected in the required SLA) | (A / B)\*100 | A = total number of requests Correctly Completed on time (as reflected in the required SLA)  B = total number of requests Correctly Completed  Cycle time = Request Received Date to Signed Contract Upload Date | 65% in 10 Support Days  80% in 15 Support Days  95% in 20 Support Days |

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| **KPI No.** | **Service Line** | **Principle Activity** | **Service KPI** | **Formula (expressed as a percentage unless otherwise stated)** | **Measurement** | **Required Performance Level ("SLA")** |
| 21 | Operational Sourcing | Expiring and Expired Contracts | % PSRs raised 3 to 6 months (by type) prior to contract expiry | (A / B)\*100 | A = total number of contracts with an approved PCOA of 3-6 months prior to expiry  B = total number of contracts expiring in the Measurement Period PCOA - Planned course of action | 99% |
| 22 | PSD | Systems - Telephony | Telephony Availability | (A / B)\*100 | A = Total hours Supplier telephony solution as set out in paragraph 3 of part 2 of schedule 1 (Services Description) is Available during Support Days  B = Total hours of operation during Support Days  Available = the telephony solution is (i) accessible to intended users, (ii) able to perform its intended functionalities; and (iii) does not have materially reduced performance. | 99.8% |

**Where there is more than one measurement set out in the Required SLA column for a Key Metric or KPI, the Supplier shall measure and report its performance in respect of each of them individually and on an aggregate KPI/Key Metric basis. For the avoidance of doubt, if the Supplier fails any one of the measurements/Required SLAs within a KPI or a Key Metric, the relevant KPI / Key Metric, as applicable, shall not be achieved.**

***madhur.lakhanpal***

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Cd not find Fx conversion rates in the Billing currencies tab

## SCHEDULE 3: CHARGES AND PAYMENTS

**Part 1: General**

1. **Definitions**

Not used.

## Introduction

This schedule 3 sets out the principles relating to the calculation of the Charges.

## General

* 1. In consideration for the provision of the Services by the Supplier under and in accordance with the terms of the relevant Local Services Agreement(s), CELEBRATION BANK shall pay the Supplier the Charges in accordance with this schedule 3.
  2. In no event shall CELEBRATION BANK be responsible for any fees or charges not identified in or calculated in accordance with the Global Services Agreement and/or Local Services Agreement(s), other than as otherwise agreed pursuant to the Change Control Procedure. In this regard, where a fee or charge is not identified in the Global Services Agreement or Local Services Agreement for an activity to be undertaken by the Supplier, such activity shall be carried out by the Supplier at no cost to CELEBRATION BANK beyond the payment of the Charges as set out or calculated in accordance with this in schedule 3 and the relevant Local Services Agreement.
  3. Any proposed variation to the Charges shall be dealt with through the Change Control Procedure.
  4. The detail of the Charges is presented in this schedule 3 in USD and shall be converted, at the date of invoicing, into the applicable local currency for the purposes of invoicing and calculating the amounts actually payable by CELEBRATION BANK pursuant to the relevant Local Services Agreement. The Local Currencies applicable to each Local Services Agreement and the corresponding FX conversion rates are (save in respect of Bermuda, India and the United Arab Emirates) set out, respectively, in the Billing Currencies tab and the Exchange Rates tab of the Price Book. Bermuda, India and the United Arab Emirates will not be invoiced in their local currency but will be invoiced in USD and accordingly no change is required to the amounts that are set out in the Price Book.

## Invoicing

* 1. The Supplier shall invoice CELEBRATION BANK for amounts due and payable under each Local Services Agreement(s) in accordance with paragraph 4.3 below. No charges or fees are payable other than pursuant to a Local Services Agreement executed by the relevant CELEBRATION BANK Contracting Party and the relevant Supplier Contracting Party. The Supplier shall ensure that each invoice:
     1. specifies the period to which the invoice relates;
     2. clearly sets out the Charges to which the invoice relates, payable on a local basis as further described in this schedule 3;
     3. sets out, where the amount being invoiced is different to that set out in the relevant part of the Price Book, the calculations used to reach the amount of the Charges that are being invoiced;
     4. separately itemises any expense or taxes said to be payable by CELEBRATION BANK ;
     5. specifies the Supplier's VAT code;
     6. specifies the relevant CELEBRATION BANK purchase order number; and
     7. contains any other information reasonably required by CELEBRATION BANK , from time to time.
  2. The Supplier acknowledges that it must request from CELEBRATION BANK (in which case CELEBRATION BANK shall provide in a timely manner) or, where appropriate, generate for itself, with CELEBRATION BANK approval, a purchase order number for the envisaged annual expenditure in respect of each Local Services Agreement. The Supplier shall also ensure that it is registered to use Tradeshift (or such other replacement tool utilised by CELEBRATION BANK ) and shall submit its invoices via Tradeshift where required by CELEBRATION BANK .
  3. The Charges are to be invoiced as follows:
     1. The Transition Completion Charges: as described in part 2 of this schedule 3;
     2. The Ramp-Up Charges: as described in part 2 of this schedule 3;
     3. The Hypercare Charges: as described in part 2 of this schedule 3;
     4. The Service Management Charges and the third party telephony charges: as described in part 3 of this schedule 3;
     5. The Base Charges: as described in part 4 of this schedule 3; and
     6. The Additional Projects Charges: as described in part 5 of this schedule 3; and
     7. The Termination Assistance Charges, as described in part 5 of this schedule 3.
  4. Without prejudice to the application of clause 16 (*Business Continuity and Force Majeure*) and provided a valid purchase order number has been provided by CELEBRATION BANK in a timely manner, if the Supplier does not invoice CELEBRATION BANK for Charges within one hundred and eighty (180) days of the end of the month in which such charges are due to be invoiced pursuant to paragraph 4.1.7 above, the Supplier shall be deemed to have waived its right to be paid for such Services.
  5. The Supplier will provide CELEBRATION BANK with all such documentation and other information as CELEBRATION BANK may reasonably require with respect to each invoice in order to verify its accuracy and compliance with the provisions of the Global Services Agreement and/or Local Services Agreement(s).
  6. Without prejudice to paragraph 4.5, CELEBRATION BANK may at any time require the Supplier to provide, with every invoice, a schedule of supporting information relating to that invoice.

## Payments

* 1. Invoices shall be rendered to CELEBRATION BANK on the Invoice Dates and if correct and undisputed CELEBRATION BANK shall pay invoices within forty two (42) days from the date on which CELEBRATION BANK receives the relevant invoice, provided the Supplier has complied with its obligations under this Global Services Agreement and /or any Local Services Agreement in connection with the processing of such invoice.
  2. In the event of late payment by CELEBRATION BANK of any undisputed sums due and payable under any Local Services Agreement(s) (and provided CELEBRATION BANK has been given at least fifteen (15) days written notice to cure such late payment), the Supplier reserves the right to charge interest in respect of the undisputed late payment at the rate of two per cent (2%) per annum above the base rate from time to time of the Bank of England from the due date thereof until judgment (or if no judgment the date on which payment is received by the Supplier). The parties agree this is a substantial remedy for late payment by CELEBRATION BANK .
  3. CELEBRATION BANK may withhold from payment any Charges (or element of the Charges) it disputes, acting reasonably. If any portion of an invoice is disputed by CELEBRATION BANK then, provided the disputed invoice is credited in full to CELEBRATION BANK and then the Supplier issues two (2) invoices, one in respect of the disputed amount and the other in respect of the undisputed amount, CELEBRATION BANK shall pay the undisputed amount. The parties shall then resolve the outstanding Dispute in accordance with the Dispute Resolution Procedure and CELEBRATION BANK shall pay any amounts determined or agreed to be paid to the Supplier by CELEBRATION BANK in respect of the disputed amount. Pending resolution of the Dispute, the Supplier shall continue to provide the Services in accordance with the terms of the Global Services Agreement and/or Local Services Agreement.
  4. Payment for the Services shall not be deemed to be acceptance by CELEBRATION BANK that all or any of the Services have been performed in accordance with the Global Services Agreement and/or Local Services Agreement(s)**.**
  5. The Supplier will provide, a monthly consolidated overview of (i) all invoices submitted to the CELEBRATION BANK Contracting Party and (ii) any overdue invoices, and make this available to the Global Procurement Department.

## Set Off

* 1. Where the Supplier has incurred any liability to CELEBRATION BANK under the Global Services Agreement and/or Local Services Agreement(s), CELEBRATION BANK may set-off the amount of such liability against any sum that would otherwise be due to the Supplier under the Global Services Agreement and/or Local Services Agreement(s) or otherwise.
  2. Where CELEBRATION BANK has incurred any liability to the Supplier under the Global Services Agreement and/or Local Services Agreement, the Supplier may not set-off the amount of such liability against any sum that would otherwise be due to CELEBRATION BANK under the Global Services Agreement and/or Local Services Agreement(s) or otherwise.

## Travel Expenses

The Supplier acknowledges and agrees that it has included all relevant travel, subsistence and other costs and expenses into the Charges payable pursuant to this schedule 3 . Accordingly, no travel expenses will be reimbursed by CELEBRATION BANK other than those expressly agreed in writing in advance by CELEBRATION BANK which relate to ad hoc projects outside the scope of the Services set out

in schedule 1 (*The Services*), subject always to compliance with relevant CELEBRATION BANK Policies related to expenses.

***madhur.lakhanpal***

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whole months..did not understand

## Third Party Costs

The Parties acknowledge that, should at any stage they agree (through the Change Control Procedure) that the Supplier can charge CELEBRATION BANK third party costs applicable to the Services, such costs shall be passed through to CELEBRATION BANK at cost, with no margin being charged to CELEBRATION BANK unless otherwise agreed pursuant to the Change Control Procedure. Save as set out in paragraph 1.5 of part 3 to this schedule 3, as at the GSA Effective Date, no third party costs shall be payable by CELEBRATION BANK to the Supplier beyond those included in the Charges as at the GSA Effective Date.

## Tax

* 1. All Charges payable under the Global Services Agreement and/or Local Services Agreement(s) are expressed exclusive of VAT or any relevant local sales taxes, which the Supplier shall add to such sums in accordance with the relevant local regulations in force at the time of making the relevant taxable supply and which shall only be payable by CELEBRATION BANK after receipt of a valid VAT or local sales tax invoice.
  2. All sums payable under the Global Services Agreement and/or Local Services Agreement(s) shall be paid free and clear of all deductions or withholdings whatsoever unless the deduction or withholding is required by Applicable Law. The Supplier agrees that it shall be responsible for payment of all taxes properly payable by it, including but not limited to, withholding taxes. The Supplier further agrees that, if any deductions or withholdings are required by Applicable Law to be made from any of the Charges payable, CELEBRATION BANK may, if required by such Applicable Law, deduct and remit payment of such taxes directly to the applicable taxing authority from the payment due. CELEBRATION BANK shall, if so required, provide to the Supplier receipts of such payments in the name of the Supplier within such period as may be reasonable in the circumstances, of such payments being made to the applicable taxing authority. Where any deduction or withholding is required by Applicable Law, the sums payable shall be increased by an amount which after making any deduction or withholding would leave a net amount equal to the payment which would have been due if no deduction or withholding was required by Applicable Law.
  3. The Supplier will pay when due all present and future registration fees, stamp duties, documentary taxes and other imposts or transaction taxes in relation to the Global Services Agreement and/or Local Services Agreement and will keep CELEBRATION BANK indemnified in respect of any Losses as a result of any failure or delay in paying the same.
  4. In relation to the Global Services Agreement and/or Local Services Agreement(s), the Supplier shall upon the reasonable request of CELEBRATION BANK execute and/or provide to CELEBRATION BANK any additional document or instrument required under Applicable Laws to ensure that no additional tax liabilities fall due as a result of the supply of the relevant Services.

## Amendments to the Price Book

* 1. Where the Price Book specifies annual amounts in respect of any of the Charges but the Charges become payable part way through a Contract Year, those annual amounts shall be prorated to reflect the number of whole months remaining in that Contract Year, following the relevant payment trigger. For clarity this shall not apply to the calculation of Termination Fees, which instead shall be subject to paragraph 12 below.
  2. The parties shall record any amendments to the Price Book via the Change Control Procedure.

## Increases

* 1. Save as provided in paragraph 11.2, there shall be no inflationary, cost of living or other similar increase applied to the Charges.
  2. In each of the Rate Change Months, the Supplier may, in respect of Charges payable from the month after the Rate Change Month, increase the FTE Rates, Additional Project Rates and Termination Assistance Rates as at the Rate Change Month , by the Annual Percentage Change in the Relevant Index corresponding to the relevant Service Delivery Centre, up to a maximum of three (3) per cent. Following such increase to the FTE Rates, the Base Charges shall, on a prospective basis, be updated accordingly together with the Additional Project Rates and Termination Assistance Rates.
  3. The Supplier may not increase the Base Charges in light of promotions of or pay rises or bonuses awarded to the individuals fulfilling such FTE roles.

## Termination Fees

* 1. The Termination Fees are the element of the Charges consisting of the following three (3) elements, in each case in respect of all Local Services Agreements, in aggregate, up to the relevant maximum stated in the "Termination charges" and the "standard termination fees" tabs of the Price Book.
  2. First, the redeployment Charges - calculated as being 60% of the monthly FTE Rate Card for those individuals who continue to provide Services to CELEBRATION BANK as at the end of the relevant Termination Assistance Period (**"Redeployment Date"**), until such time as they are allocated to an alternate project or otherwise moved from CELEBRATION BANK 's account for a maximum period of eight (8) weeks, and without prejudice to schedule 8 (*Personnel*). The redeployment Charges shall, in any event, not be payable in respect of those FTE that the parties have agreed are to be ramped down by the relevant Redeployment Date, provided that the ramp-down period of such FTE is not less than eight (8) weeks prior to the Redeployment Date (**"Ramp Down Period"**). Where the Redeployment Date arises prior to the expiry of the Ramp Down Period, then the Supplier shall be entitled to redeployment Charges for an amount of days equal to the shortfall in the Ramp Down Period.
  3. Secondly, the wind-down costs - calculated as being the relevant percentage of the annual Base Charges payable in that Contract Year in respect of those FTEs for which the Supplier may charge (in accordance with the remainder of this schedule 3 (*Charges and Payments*)) in connection with the performance of the terminated Services under the relevant Local Services Agreement. The relevant month and Contract Year shall be the month in which the Termination Assistance Period finishes. The relevant percentage is as set out in the table below, and as adjusted pursuant to paragraph 12.4:

|  |  |
| --- | --- |
| **Contract Year** | **Relevant Percentage** |
| Contract Year 1 | 14% |
| Contract Year 2 | 9% |
| Contract Year 3 | 6% |

Contract Year 4

3%

* 1. The percentages set out in the table in paragraph 12.3 above are the percentages applicable to the first month in each of the relevant Contract Years. Accordingly, if the Termination Fee becomes payable part way through a Contract Year, the relevant percentage payable shall be the relevant proportion of the percentage set out in the table above as between that Contract Year and the next Contract Year. By way of example, if a termination Fee was payable in respect of the sixth month of Contract Year 1, the relevant percentage would be 11.5%.
  2. Thirdly, the standard termination fee which represents a price adjustment or reduction to the standard rate as set out in the FTE Rate Card, which is calculated, in respect of the relevant Local Services Agreement, as the amount relating to the Service Line(s) being terminated as applicable to the month in which the Termination Assistance Period ends, as such amounts and months are set out in "standard termination fee" tab of the Price Book.

## Part 2: Transition Charges

1. **Transition Charges**
   1. The Transition Charges consist of three elements:
      1. The Transition Completion Charges;
      2. the Ramp-Up Charges, if applicable; and
      3. the Hypercare Charges.

## Transition Completion Charges

* 1. The Transition Completion Charges are set out in the "Transition cost" tab of the Price Book, provided that only the amounts indicated as having a "Payment in due in" year of 2018 or 2019 in the table entitled "Transition Cost per Wave" in that tab of the Price Book shall in fact be payable pursuant to this paragraph 2 (the **"Billable Transition Completion Charges"**).
  2. Any other amounts set out in that table or elsewhere in that tab (with the exception of the amounts applicable to Robotics Automation and Tradeshift deployment, which are set out in the table entitled "Other one-time charges for transition or productivity improvement") shall not be payable by CELEBRATION BANK .
  3. The Supplier may invoice for the Billable Transition Completion Charges when Tollgate 5 (Go Live) of the final Transition Wave in respect of that In-Scope Country has been Accepted, provided such date is not before the date specified in the table entitled "Transition Cost per Wave", in respect of the relevant In-Scope Country.

## Ramp-Up Charges

* 1. This paragraph 3 applies only where there is a Ramp-Up Period in relation to the relevant Transition Wave.
  2. The Ramp-Up Charges applicable to a particular In-Scope Country are the amounts specified as Ramp-Up Charges in the "Ramp-up and Hypercare Charges" Tab of the Price Book. The "Ramp-Up and Hypercare Charges" tab of the Price Book specifies the fixed amount of the Ramp-Up Charges payable for the duration of the Ramp-Up Period in respect of each Transition Wave for each In-Scope Country.
  3. The Ramp-Up Charges are payable only if Acceptance of the Tollgate 3 (Service Commencement) for the relevant Transition Wave has occurred and the Transition of the relevant Wave includes a Ramp-Up Period. The Supplier may invoice for the Ramp-Up Charges upon Acceptance of the Tollgate 4 (Successful Ramp-Up) for the relevant Transition Wave.
  4. The Ramp-Up Charges are a one-time charge, irrespective of the length of the Ramp-Up Period.
  5. The Ramp-Up Charges set out in the Price Book at the GSA Effective Date are subject to the FTE Validation process set out in paragraph 2 of part 4 of this schedule 3 (*Charges and Payments*).

## Hypercare Charges

* 1. The Hypercare Charges applicable to a particular In-Scope Country are the amounts specified as Hypercare Charges in the "Ramp-up and Hypercare Charges" Tab of the Price Book. The "Ramp-Up and Hypercare Charges" tab of the Price Book specifies the fixed amount of the Hypercare Charges payable for the duration of the Hypercare Period in respect of each Transition Wave for each In-Scope Country.
  2. The Supplier may invoice for the Hypercare Charges upon Acceptance of Tollgate 5 (Go Live).
  3. The Hypercare Charges are a one-time charge, irrespective of the length of the Hypercare Period.
  4. The Hypercare Charges set out in the Price Book at signature are subject to the FTE Validation process set out in paragraph 2 of part 4 of this schedule 3 (*Charges and Payments*).

## Inclusion of the Ramp-Up Charges and Hypercare Charges in the Base Charges

* 1. The Monthly Base Charges as set out in the "Monthly Base Charges" tab of the Price Book include the amounts payable in respect of the Ramp-Up and Hypercare Charges. Accordingly:
     1. Where the Ramp-Up Charges and/or Hypercare Charges become payable the amounts of such Charges as set out in the "Ramp-up and Hypercare Charges" tab of the Price Book shall not be payable in addition to the Monthly Base Charges; and
     2. Where the Ramp-Up Charges and/or Hypercare Charges are not payable, the amount of the Monthly Base Charges shall be reduced by the relevant amount of the Ramp-Up Charges and/or Hypercare Charges.

## Part 3: Service Management Charges

1. **Service Management Charges - General**
   1. The Supplier acknowledges and agrees that the Service Management Charges are a fixed element of the Charges.
   2. The Service Management Charges are:
      1. specified in the "Monthly Base Charge" tab of the Price Book by reference to each In-Scope Country; and
      2. payable from Acceptance of Tollgate 4 (Successful Ramp-up), if there is a Ramp-Up Period, or Tollgate 3 (KT), if there is no Ramp-Up Period, in respect of the relevant Transition Wave. Accordingly, a reference to a specific calendar month in the "Monthly Base Charges" tab of the Price Book shall be deemed to mean not that calendar month but the month in which the relevant Acceptance occurred, as indicated in the preceding sentence. Where Acceptance occurs part way through a month, the relevant Charges shall be pro-rated to be payable only for the actual number of days remaining in that month.
   3. The Supplier may invoice for the Service Management Charges at the same time as invoicing for the Base Charges, in accordance with part 4 below.
   4. The Supplier acknowledges and agrees that the Service Management Charges will not vary according to volume of Services provided or for any other reason, save as may be agreed between the parties via the Change Control Procedure.
   5. The charges of the Supplier's third party provider of inbound and outbound landline call charges incurred by the Supplier as a result of the provision of the Services in respect of each Local Services Agreement, are to be considered third party costs in the scope of paragraph 8 of part 1 to this schedule 3. Such costs shall be payable from Acceptance of Tollgate 4 (Successful Ramp-up), if there is a Ramp-Up Period, or Tollgate 3 (KT), if there is no Ramp- Up Period in respect of each Local Services Agreement. The Supplier shall use reasonable endeavours to minimise these costs during the Term and shall, in any event provide an itemised bill and/or invoice from the relevant third party. The charges payable pursuant to this paragraph 1.5, shall not be included in the calculation of any Service Credits pursuant to this Global Services Agreement or any Local Services Agreement.

## Part 4: Base Charges

1. **Base Charges Model**
   1. As at the GSA Effective Date, the "Monthly Base Charges" tab of the Price Book sets out the Base Charges (i) on a monthly basis and (ii) assuming Acceptance of the Tollgates are achieved by the dates set out in schedule 15 (*Transition*).
   2. Such Base Charges are specified on a monthly basis and the Supplier may, subject to paragraph 2 below, invoice the relevant CELEBRATION BANK Contracting Party for the amount specified as being invoiceable for that relevant month, as determined pursuant to paragraph 1.6 of this part 4 below.
   3. Notwithstanding paragraph 1.1 and paragraph 1.2 of this part 4 above, Base Charges in respect of a particular In-Scope Country are payable only from Acceptance of the Tollgate 5 - (Go Live) for the relevant Transition Wave. Accordingly, a reference to a specific calendar month in the "Monthly Base Charges" tab of the Price Book shall be deemed to mean not that calendar month but the month in which the relevant Acceptance occurred, as indicated in the preceding sentence. Where Acceptance occurs part way through a month, the relevant Charges shall be pro-rated to be payable only for the actual number of days remaining in that month.
   4. Subject to paragraphs 2 and 3 below and any other changes agreed through the Change Control Procedure, the Supplier shall not be entitled to charge CELEBRATION BANK for additional FTEs engaged in the provision of the Services where this would generate a Charge in excess of the relevant month's Charge as set out in **"Monthly Base Charges"** of the Price Book, as adjusted pursuant to paragraph 1.3 above.
   5. The FTE for which CELEBRATION BANK is paying shall not be used to provide services to any other client of the Supplier or a Supplier Affiliate.
   6. Subject to paragraph 1.5 above, the Base Charges may be invoiced at the end of the month in which the Supplier has provided the Services to which the Base Charges relate.
   7. Without prejudice to the content of the Price Book, the parties agree that for Contract Years 1 and 2 are lower than for Contract Years 3 and 4 to reflect a discount to the Base Charge during the transition period of the global deal.

## FTE Validation

* 1. During the Solution ID Phase for each Transition Wave, CELEBRATION BANK will validate that the number of FTE stated in each of the CELEBRATION BANK Baseline (Onshore), CELEBRATION BANK Baseline (India CoE), CELEBRATION BANK Baseline (China COE), (CELEBRATION BANK Baseline (Egypt COE) and CELEBRATION BANK Baseline (Poland) columns of the "FTE Validation" tab of the Price Book for the relevant In-Scope Country is Factually Accurate. If the numbers in the Price Book are not Factually Accurate, the CELEBRATION BANK Baseline (Onshore), CELEBRATION BANK Baseline (India CoE), CELEBRATION BANK Baseline (China COE), (CELEBRATION BANK Baseline (Egypt COE) and CELEBRATION BANK Baseline (Poland) column(s) for the relevant In-Scope Country, as applicable, in the "FTE Validation" tab of the Price Book will be updated so that they are Factually Accurate.
  2. At the same time, the cells entitled "starting FTE total" in the "FTE Validation" tab of the Price Book in respect of the Service Lines for an In-Scope Country to which a Factually Accurate adjustment is made, pursuant to paragraph 2.1, will be updated by the same percentage change as that applied to the CELEBRATION BANK Baseline (Onshore), CELEBRATION BANK Baseline (India

CoE), CELEBRATION BANK Baseline (China COE), (CELEBRATION BANK Baseline (Egypt COE) and CELEBRATION BANK Baseline (Poland) columns of the "FTE Validation" tab. The parties may agree that the adjustments to the numbers within the PRO Solution FTE may be distributed other than by way of a direct correlation to the Service Lines in which the original numbers are located as at the GSA Effective Date.

* 1. As a consequence of these updates, the monthly Base Charges as set out in the "Monthly Base Charges" tab of the Price Book shall also change as follows: the change to the PRO Solution FTE shall be multiplied by the relevant FTE Rate (as set out in the "Rate Card" tab of the Price Book) and this amount shall be added to or subtracted from the amount of the relevant Monthly Base Charge, and these new amounts shall be included in the Price Book in replacement to the amounts set out in the Price Book at signature of the Global Services Agreement.
  2. Where the PRO Solution FTE are to be increased as a result of the application of this paragraph 2, the parties will agree in writing the allocation of the additional FTE to the most appropriate Service Delivery Centre in light of the spoken language requirements.
  3. Paragraph 4.7 below applies to any increase to the PRO Solution FTEs pursuant to paragraph 2.3 above.
  4. Where:
     1. the Factually Accurate CELEBRATION BANK FTE is different to the CELEBRATION BANK FTE stated in "FTE Validation" tab of the Price Book; and
     2. in the period of time from the GSA Effective Date to the date of the relevant FTE Validation, CELEBRATION BANK 's performance (as generated by those FTE) in respect of the Key Metrics and KPIs that are not, pursuant to schedule 2 (*Outcomes, Service Levels and Service Credits*), subject to a Continuous Improvement Period, has materially degraded,

then those affected Key Metrics and KPIs will be deemed to subject to Continuous Improvement Plans and paragraph 3.2 of schedule 2 (*Outcomes, Service Levels and Service Credits*) shall be deemed amended accordingly. The parties will record (but will not need to agree) these amendments pursuant to the Change Control Procedure.

* 1. All updates to the Price Book as a consequence of this paragraph 2 shall be recorded pursuant to the Change Control Procedure.
  2. If there is a material change to the cells entitled PRO Solution FTE in the "FTE Validation" tab of the Price Book as a consequence of the process described in this paragraph 2, the parties will agree if there should be any amendments (and if so, the scope of the amendments) to the application of the Productivity Rate.

## Baselining

* 1. As at the GSA Effective Date, the Baseline Volumes of Volume Units in respect of the In- Scope Countries, other than the Baseline In-Scope Countries, are set out in appendix 3B.
  2. Where an In-Scope Country is a Baseline In-Scope Country, then during the Baseline Period, the Supplier shall measure and report Actual Volumes for each Volume Unit in each Service Line in respect of that Baseline In-Scope Country on a monthly basis. No adjustment to the Charges, including as a result of the number of FTEs engaged in the provision of the Services,

shall be made as a result of the Actual Volumes, or any variation thereto, in the Baseline Period, except that if there is persistent increase or decrease in volumes that cannot be reasonably attributed to the take on of the Services and the associated required activities, the parties shall discuss this in the appropriate governance forum.

* 1. At the end of the Baseline Period, the Baseline Volumes for each Volume Unit for each Baseline In-Scope Country shall be reviewed by the parties to take into account the following factors:
     1. the Actual Volumes handled by the Supplier; and
     2. such other factors as either party considers relevant, such as permanence of demand, seasonability, implications of transition activity and so forth.
  2. Following the review described in paragraph 3.3 above, the parties shall agree the Baseline Volumes for the relevant Baseline In-Scope Country.
  3. In the absence of agreement pursuant to paragraph 3.4, the parties shall seek to resolve the dispute via the appropriate governance forum, prior to escalation via the Dispute Resolution Procedure.
  4. Once determined pursuant to paragraph 3.4 or paragraph 3.5 the relevant figures shall be deemed to be the Baseline Volumes for that relevant In-Scope Country and deemed added to appendix 3B. The parties will record this agreement via the Change Control Procedure.

## Volume Adjustment

* 1. This paragraph 4 of part 4 sets out the impact of fluctuations in volume as against the Baseline Volumes, and applies, without prejudice to paragraph 3.2 above, either:
     1. after the baselining process described in paragraph 3 above for a Baseline In- Scope Country; or
     2. from the Go Live Date in respect of an In-Scope Country that is not a Baseline In-Scope Country.

The mechanism described below shall operate on a per Service Delivery Centre basis, whereby volumes are assessed on the basis of all In-Scope Countries in the aggregate in relation to the relevant Service Line in any given Service Delivery Centre.

* 1. Either:
     1. from the end of the Baseline Period, in respect of an In-Scope Country that is a Baseline In-Scope Country; or
     2. from the Go Live Date in respect of an In-Scope Country that is not a Baseline In-Scope Country,

the Supplier shall measure and report on a monthly basis the Actual Volumes in respect of each category of Volume Units, in respect of (i) each Service Line per In-Scope Country per Service Delivery Centre and (ii) Service Line per Service Delivery Centre.

* 1. The parties expressly agree that there will be no change in the Base Charges in the event that the Actual Volumes of Volume Units per Service Delivery Centre increase or decrease from

the Baseline Volume by an amount within the Deadband in any or all of the Service Delivery Centres, as set out in paragraph 4.4 below.

* 1. The **"Deadband"** in respect of each category of Volume Unit for each Service Delivery Centre is calculated as ten per cent (10%) of each Category of Volume Units per Service Delivery Centre, on a monthly basis.
  2. For any increases or decreases in Actual Volumes which persist for more than three (3) months and in the reasonable opinion of one or more of the parties are likely to continue for the foreseeable future outside of the applicable Deadband as it relates to any In-Scope Country, the parties shall meet to discuss the impact of such volume changes on the required number of FTE used to deliver the relevant Services (in the context of the Actual Volumes handled by the relevant Service Delivery Centre), and shall use all reasonable endeavours to agree any changes to the PRO Solution FTE numbers in the Price Book via the Change Control Procedure. In considering the potential need for a change, the parties shall take into account such factors as either party considers relevant.
  3. The Supplier shall not be entitled to any additional Base Charges or an adjustment to the PRO Solution FTE to the extent that there are any volume changes which are driven by the Supplier's error or default, such as reworks and remedial action (which shall include errors made in different Service Lines or activities within a Service Lines, leading to additional Actual Volumes in the Service Line or Volume Units being assessed) nor in respect of any self-generated PSRs that do not relate to a genuine business request nor any duplicate PSRs, in which case these additional volumes should be discounted from the assessment of whether the Actual Volumes are outside the Deadband.
  4. The applicable Productivity Rate shall be the same as that which applies from the month in which the additional FTE become chargeable, as such Productivity Rate is evidenced by the varying amount of the Base Charges set out in the Price Book.
  5. If a Local Services Agreement is entered into in respect of a country other than the In-Scope Countries in respect of the Services set out in schedule 1 (*The Services*), the applicable productivity ratios are those set out in paragraph 5.3 below.

## Gainshare

* 1. The monthly Base Charges as set out in the "Monthly Base Charges" tab of the Price Book reflect the on-going achievement of the Productivity Targets set out in paragraph 5.3. Productivity is the reduction per Service Line from the Factually Accurate CELEBRATION BANK FTE number to the expected actual number of FTE utilised by the Supplier, as at the end of Contract Year 7, expressed as a percentage.
  2. For clarity, if these Productivity Targets are not met, the Charges as set out in the "Monthly Base Charges" tab of the Price Book (as may be adjusted pursuant to this schedule 3 (*Charges and Payments*)) shall not be increased to reflect the level of productivity actually achieved. The amounts that shall be payable by CELEBRATION BANK shall remain the figures in the Price Book.
  3. Without prejudice to paragraph 5.2 above, the Productivity Targets for each Service Line are as follows:
     1. Accounts Payable = Fifty one per cent (51%)
     2. PSD = Twenty-five per cent (25%)
     3. Operational Sourcing = Fifty-nine per cent (59%)
     4. S2C Engine = Forty-six per cent (46%)
     5. Requisition Management = Thirty-two per cent (32%)
  4. If the Productivity Targets per Service Line are exceeded before the end of Contract Year 7, the Supplier and CELEBRATION BANK shall share in equal proportion the Base Charges reduction associated with the incremental productivity, from the time the relevant Productivity Target was exceeded for the particular Service Line, until the end of Contract Year 7 (the **"Gainshare"**). The Gainshare will be calculated by reference to the FTE Rates, applicable to the Service Line and Service Delivery Centre where the incremental productivity is delivered and the FTE resource is no longer required.
  5. From the beginning of Contract Year 4, the Supplier will report every three months to CELEBRATION BANK on the level of productivity actually achieved and shall provide such information as CELEBRATION BANK reasonably requires in order to enable CELEBRATION BANK to understand and validate such reporting.

## Robotics Automation and Tradeshift

* 1. The amounts applicable to Robotics Automation and Tradeshift deployment, as set out in the table entitled " Other one-time charges for transition or productivity improvement" within the "Transition costs" tab of the Price Book do not form part of the Transition Charges notwithstanding they are located in the "Transition costs" tab.
  2. The Charges applicable to the Robotics Automation and Tradeshift deployment shall be payable under the UK Local Services Agreement. The Supplier may invoice, subject to paragraph 6.3 below in January 2019 in respect of Robotics Automation and at the end of the month in respect of which the relevant activities agreed pursuant to paragraph 6.3 are performed in respect of Tradeshift deployment charges, as such amounts are set out in the table entitled "Other one time charges for transition or productivity improvement" in the "Transition costs" tab.
  3. If at the end of month 18 (measured from the GSA Effective Date), it does not seem likely that e-invoicing will reach 60% penetration by the end of the Contract Year 3, the parties will agree the activities to be performed by the Supplier in order to achieve the required level of penetration. If at the end of the Contract Year 3, the Supplier has not performed any of the activities that were agreed, the unused element of the USD500,000 in respect of those activities that were not performed shall not be billable to CELEBRATION BANK and the amount of the Tradeshift deployment Charges shall be reduced accordingly. In the context of this paragraph 6.3, "penetration" means the number of invoices that are electronic as a percentage of total invoices processed, measured in respect of all In-Scope Countries.

## New Commercial Model

* 1. The parties shall discuss the implementation of an outcome based commercial model throughout the Term and transform the FTE based pricing accordingly after agreement of such model by the parties. In order to facilitate such discussions the Supplier shall from the point in time that is eighteen (18) months from the GSA Effective Date, at a minimum track and report to CELEBRATION BANK the following data:
     1. effort estimation per touch time of the transactions involved;
     2. seasonality of the volumes across a 12 month period;
     3. productive hours of each Service Delivery Centre;
     4. error rates in handling transactions;
     5. identification of appropriate resource units within each Service Line;
     6. ability to measure and determine billable volumes at the end of each month;
     7. average handling time per Volume Unit; and
     8. FTE utilisation.

## Impact of Disasters

* 1. If there is a Disaster, CELEBRATION BANK shall not be obliged to pay Charges in respect of Services that are not performed in accordance with the applicable required standards (at the relevant time).

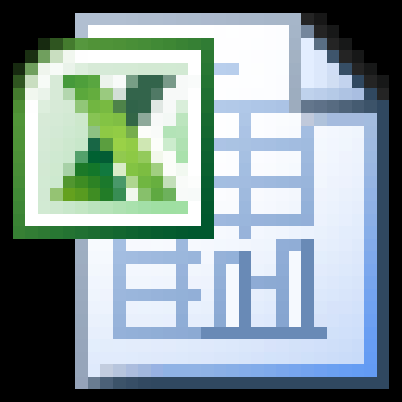
## Part 5: Additional Project Rate Card and Termination Assistance Rate Card

1. **Additional Projects**
   1. Where the parties agree additional services that are not in scope of the current Services and in respect of which the Supplier is entitled to charge (**"Additional Project"**), the provisions of this part 5 to schedule 3 (*Charges and Payments*) shall apply.
   2. In respect of Additional Projects, the parties may agree for the Charges to be charged as either fixed Charges, capped Charges or on a time and materials basis, in each case calculated by reference to the Additional Project Rate Card as set out in the Price Book.
   3. The parties shall agree payment milestones applicable to the payment of the Charges for Additional Projects.
   4. Payment of the applicable Charges shall only be made once the relevant payment milestones have been Accepted applying the same process as that described in schedule 15 (*Transition*), upon which the Supplier shall be entitled to raise an invoice, which shall be paid in accordance with part 1 to this schedule 3 (*Charges and Payments*).

## Termination Assistance Rate Card

* 1. Where Termination Assistance is chargeable pursuant to schedule 10 (*Exit Planning, Management and Implementation*) the Charges shall be calculated by reference to Termination Assistance Rate Card as set out in the Price Book. No Termination Assistance is chargeable where it can be performed by the FTE engaged in providing the Services within their day-to-day business as usual capacity.

## APPENDIX 3A: PRICE BOOK



PRO Pricebook May 31th 2017 V1.2

## PRICE BOOK EXTRACTS

**Financial Summary Tab**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Summary charges | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | Period |
| Accounts Payable | $ 1,011,367 | $ 2,678,848 | $ 4,260,814 | $ 4,051,236 | $ 3,251,273 | $ 2,486,092 | $ 2,396,862 | $ 982,362 | $ 21,118,854 |
| Requisition Management | $ 32,127 | $ 144,239 | $ 299,952 | $ 301,707 | $ 297,653 | $ 203,338 | $ 160,469 | $ 64,670 | $ 1,504,155 |
| Operational Sourcing | $ 1,265,477 | $ 4,198,867 | $ 6,032,512 | $ 5,329,178 | $ 4,384,130 | $ 3,592,225 | $ 3,428,255 | $ 1,413,560 | $ 29,644,204 |
| S2C Production | $ 133,157 | $ 327,451 | $ 640,843 | $ 626,650 | $ 504,018 | $ 390,435 | $ 379,816 | $ 156,608 | $ 3,158,978 |
| Procurement Service Desk | $ 341,927 | $ 819,113 | $ 1,339,266 | $ 1,423,498 | $ 1,332,757 | $ 1,087,765 | $ 1,078,503 | $ 449,037 | $ 7,871,864 |
| Service Management | $ 123,243 | $ 719,516 | $ 901,360 | $ 789,009 | $ 713,761 | $ 686,223 | $ 691,560 | $ 289,537 | $ 4,914,209 |
| **Total Service Charges** | $ 2,907,298 | $ 8,888,034 | $ 13,474,748 | $ 12,521,278 | $ 10,483,593 | $ 8,446,077 | $ 8,135,465 | $ 3,355,773 | $ 68,212,265 |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Transition Cost** | $  - | $ 3,082,737 | $ 881,500 | $  - | $  - | $  - | $  - | $  - | $ 3,964,237 |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Total PRO charges** | **$ 2,907,298** | **$ 11,970,771** | **$ 14,356,248** | **$ 12,521,278** | **$ 10,483,593** | **$ 8,446,077** | **$ 8,135,465** | **$ 3,355,773** | **$ 72,176,502** |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Summary charges | Contract Year 1 | Contract Year 2 | Contract Year 3 | Contract Year 4 | Contract Year 5 | Contract Year 6 | Contract Year 7 | Total Term |
| Accounts Payable | $ 2,032,203 | $ 2,800,405 | $ 4,866,240 | $ 3,702,533 | $ 2,905,920 | $ 2,436,874 | $ 2,374,680 | $ 21,118,854 |
| Requisition Management | $ 79,724 | $ 179,286 | $ 343,610 | $ 300,694 | $ 272,904 | $ 171,853 | $ 156,084 | $ 1,504,155 |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Operational Sourcing | $ 2,939,090 | $ 4,226,302 | $ 6,678,928 | $ 4,837,427 | $ 4,078,619 | $ 3,485,343 | $ 3,398,496 | $ 29,644,204 |
| S2C Production | $ 249,421 | $ 388,500 | $ 743,609 | $ 565,683 | $ 450,485 | $ 384,761 | $ 376,519 | $ 3,158,978 |
| Procurement Service Desk | $ 665,117 | $ 856,404 | $ 1,581,427 | $ 1,387,314 | $ 1,221,027 | $ 1,082,787 | $ 1,077,789 | $ 7,871,864 |
| Service Management | $ 423,041 | $ 795,285 | $ 854,547 | $ 757,656 | $ 702,287 | $ 688,447 | $ 692,946 | $ 4,914,209 |
| **Total Service Charges** | $ 6,388,596 | $ 9,246,183 | $ 15,068,361 | $ 11,551,305 | $ 9,631,241 | $ 8,250,064 | $ 8,076,515 | **$ 68,212,265** |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Transition Cost** | $ 1,473,898 | $ 1,608,839 | $ 881,500 | $  - | $  - | $  - | $  - | **$ 3,964,237** |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Total PRO charges** | **$ 7,862,494** | **$ 10,855,022** | **$ 15,949,861** | **$ 11,551,305** | **$ 9,631,241** | **$ 8,250,064** | **$ 8,076,515** | **$ 72,176,502** |

**Total Country Charges per Contract Year Tab**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Country** | **CONTRACT YEAR 1** | **CONTRACT YEAR 2** | **CONTRACT YEAR 3** | **CONTRACT YEAR 4** | **CONTRACT YEAR 5** | **CONTRACT YEAR 6** | **CONTRACT YEAR 7** | **Total** |
| **Australia** | $ | $ | $ | $ | $ | $ | $ | **$** |
| 83,511 | 308,411 | 289,529 | 221,232 | 178,124 | 153,658 | 150,197 | **1,384,662** |
| **Bermuda** | $ | $ | $ | $ | $ | $ | $ | **$** |
| 137,690 | 68,571 | 110,339 | 83,338 | 68,870 | 61,137 | 60,121 | **590,065** |
| **Canada** | $ | $ | $ | $ | $ | $ | $ | **$** |
| 261,545 | 454,062 | 544,040 | 416,270 | 345,274 | 305,293 | 300,317 | **2,626,801** |
| **China** | $ | $ | $ | $ | $ | $ | $ | **$** |
| 1,057,127 | 1,765,757 | 2,448,092 | 1,857,168 | 1,532,097 | 1,332,329 | 1,308,453 | **11,301,021** |
| **CI/IoM** | $ | $ | $ | $ | $ | $ | $ | **$** |
| 193,192 | 119,548 | 179,162 | 131,500 | 111,958 | 100,568 | 98,703 | **934,631** |
| **Czech Republic** | $ | $ | $ | $ | $ | $ | $ | **$** |
| 32,754 | 48,056 | 85,040 | 74,841 | 67,454 | 60,675 | 59,604 | **428,426** |
|  | $  - | $  - | $  - | $  - | $  - | $  - | $  - | **$**  **-** |
|  | $  - | $  - | $  - | $  - | $  - | $  - | $  - | **$**  **-** |
| **Hong Kong** | $ | $ | $ | $ | $ | $ | $ | **$** |
| 701,115 | 1,897,384 | 2,376,640 | 1,824,303 | 1,514,176 | 1,132,031 | 1,095,036 | **10,540,685** |
| **India** | $ | $ | $ | $ | $ | $ | $ | **$** |
| 555,943 | 807,676 | 1,306,733 | 967,108 | 766,571 | 665,143 | 650,678 | **5,719,852** |
| **Ireland** | $ | $ | $ | $ | $ | $ | $ | **$** |
| 9,711 | 9,290 | 17,634 | 16,804 | 15,996 | 14,807 | 14,842 | **99,083** |
| **Luxembourg** | $ | $ | $ | $ | $ | $ | $ | **$** |
| 25,287 | 36,555 | 62,256 | 50,869 | 43,400 | 38,587 | 38,003 | **294,958** |
| **Malta** | $ | $ | $ | $ | $ | $ | $ | **$** |
| 16,871 | 157,170 | 138,327 | 111,428 | 90,586 | 77,930 | 76,735 | **669,047** |
| **Mexico** | $ | $ | $ | $ | $ | $ | $ | **$** |
| 810,013 | 812,754 | 1,281,523 | 1,024,777 | 891,701 | 795,633 | 784,224 | **6,400,625** |
| **Singapore** | $ | $ | $ | $ | $ | $ | $ | **$** |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | 171,634 | 399,953 | 491,810 | 374,502 | 302,863 | 261,220 | 255,251 | **2,257,234** |
| **Hang Seng Hong** | $ | $ | $ | $ | $ | $ | $ | **$** |
| **Kong** | 90,002 | 127,982 | 205,215 | 153,076 | 119,400 | 101,689 | 99,722 | **897,085** |
| **Spain** | $ | $ | $ | $ | $ | $ | $ | **$** |
| 10,794 | 16,441 | 30,557 | 29,071 | 27,641 | 25,618 | 25,679 | **165,802** |
| **Switzerland** | $ | $ | $ | $ | $ | $ | $ | **$** |
| 447,872 | 405,262 | 653,827 | 499,490 | 414,825 | 367,388 | 360,185 | **3,148,849** |
| **UAE** | $ | $ | $ | $ | $ | $ | $ | **$** |
| 232,676 | 646,632 | 595,667 | 457,822 | 375,541 | 322,259 | 314,471 | **2,945,068** |
| **UK** | $ | $ | $ | $ | $ | $ | $ | **$** |
| 2,370,185 | 2,014,232 | 3,939,018 | 2,331,285 | 1,996,720 | 1,761,717 | 1,722,156 | **16,135,312** |
| **USA** | $ | $ | $ | $ | $ | $ | $ | **$** |
| 654,571 | 759,285 | 1,194,452 | 926,422 | 768,044 | 672,384 | 662,138 | **5,637,296** |
| **Total all countries** | **$** | **$** | **$** | **$** | **$** | **$** | **$** | **$** |
| **7,862,494** | **10,855,022** | **15,949,861** | **11,551,305** | **9,631,241** | **8,250,064** | **8,076,515** | **72,176,502** |

**Billing Currencies**

|  |  |
| --- | --- |
| **Country** | **Currency** |
| Australia | AUD |
| Bermuda | USD |
| Canada | CAD |
| China | CNY |
| CI/IoM | GBP |
| Czech Republic | CZK |
| Hong Kong | HKD |
| India | USD |
| Ireland | EUR |
| Luxembourg | EUR |
| Malta | EUR |
| Mexico | MXN |
| Singapore | SGD |
| Hang Seng Hong Kong | HKD |
| Spain | EUR |
| Switzerland | CHF |
| UAE | USD |
| UK | GBP |
| USA | USD |

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**Project Rate Card**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Daily rates per profile per region for Continuous Improvement Projects and other ad hoc Projects** | | | | | | | | | | | | | | | | | |
| **Region** | **Profile** | **2017** | | **2018** | | **2019** | | **2020** | | **2021** | | **2022** | | **2023** | | **2024** | |
| India | Program Director | $ | 1,500 | $ | 1,500 | $ | 1,500 | $ | 1,500 | $ | 1,500 | $ | 1,500 | $ | 1,500 | $ | 1,500 |
| India | Process/Change Lead | $ | 1,050 | $ | 1,050 | $ | 1,050 | $ | 1,050 | $ | 1,050 | $ | 1,050 | $ | 1,050 | $ | 1,050 |
| India | Senior Consultant | $ | 850 | $ | 850 | $ | 850 | $ | 850 | $ | 850 | $ | 850 | $ | 850 | $ | 850 |
| India | Consultant | $ | 750 | $ | 750 | $ | 750 | $ | 750 | $ | 750 | $ | 750 | $ | 750 | $ | 750 |
| India | Business Analyst | $ | 550 | $ | 550 | $ | 550 | $ | 550 | $ | 550 | $ | 550 | $ | 550 | $ | 550 |
| UK/Europe | Program Director | $ | 2,000 | $ | 2,000 | $ | 2,000 | $ | 2,000 | $ | 2,000 | $ | 2,000 | $ | 2,000 | $ | 2,000 |
| UK/Europe | Process/Change Lead | $ | 1,600 | $ | 1,600 | $ | 1,600 | $ | 1,600 | $ | 1,600 | $ | 1,600 | $ | 1,600 | $ | 1,600 |
| UK/Europe | Senior Consultant | $ | 1,400 | $ | 1,400 | $ | 1,400 | $ | 1,400 | $ | 1,400 | $ | 1,400 | $ | 1,400 | $ | 1,400 |
| UK/Europe | Consultant | $ | 1,150 | $ | 1,150 | $ | 1,150 | $ | 1,150 | $ | 1,150 | $ | 1,150 | $ | 1,150 | $ | 1,150 |
| UK/Europe | Business Analyst | $ | 1,000 | $ | 1,000 | $ | 1,000 | $ | 1,000 | $ | 1,000 | $ | 1,000 | $ | 1,000 | $ | 1,000 |
| USA | Program Director | $ | 1,900 | $ | 1,900 | $ | 1,900 | $ | 1,900 | $ | 1,900 | $ | 1,900 | $ | 1,900 | $ | 1,900 |
| USA | Process/Change Lead | $ | 1,500 | $ | 1,500 | $ | 1,500 | $ | 1,500 | $ | 1,500 | $ | 1,500 | $ | 1,500 | $ | 1,500 |
| USA | Senior Consultant | $ | 1,300 | $ | 1,300 | $ | 1,300 | $ | 1,300 | $ | 1,300 | $ | 1,300 | $ | 1,300 | $ | 1,300 |
| USA | Consultant | $ | 1,050 | $ | 1,050 | $ | 1,050 | $ | 1,050 | $ | 1,050 | $ | 1,050 | $ | 1,050 | $ | 1,050 |
| USA | Business Analyst | $ | 750 | $ | 750 | $ | 750 | $ | 750 | $ | 750 | $ | 750 | $ | 750 | $ | 750 |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Daily rates per profile per Service Delivery location for Termination Assistance activities** | | | | | | | | | |
| **Region** | **Profile** | **2017** | **2018** | **2019** | **2020** | **2021** | **2022** | **2023** | **2024** |
| India | Transition Leader | $ 300 | $ 300 | $ 300 | $ 300 | $ 300 | $ 300 | $ 300 | $ 300 |
| India | Transition Manager | $ 200 | $ 200 | $ 200 | $ 200 | $ 200 | $ 200 | $ 200 | $ 200 |
| India | Subject Matter Expert | $ 300 | $ 300 | $ 300 | $ 300 | $ 300 | $ 300 | $ 300 | $ 300 |
| China | Transition Leader | $ 300 | $ 300 | $ 300 | $ 300 | $ 300 | $ 300 | $ 300 | $ 300 |
| China | Transition Manager | $ 200 | $ 200 | $ 200 | $ 200 | $ 200 | $ 200 | $ 200 | $ 200 |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| China | Subject Matter Expert | $ | 300 | $ | 300 | $ | 300 | $ | 300 | $ | 300 | $ | 300 | $ | 300 | $ | 300 |
| Kuala Lumpur | Transition Leader | $ | 300 | $ | 300 | $ | 300 | $ | 300 | $ | 300 | $ | 300 | $ | 300 | $ | 300 |
| Kuala Lumpur | Transition Manager | $ | 200 | $ | 200 | $ | 200 | $ | 200 | $ | 200 | $ | 200 | $ | 200 | $ | 200 |
| Kuala Lumpur | Subject Matter Expert | $ | 300 | $ | 300 | $ | 300 | $ | 300 | $ | 300 | $ | 300 | $ | 300 | $ | 300 |
| Guatemala | Transition Leader | $ | 600 | $ | 600 | $ | 600 | $ | 600 | $ | 600 | $ | 600 | $ | 600 | $ | 600 |
| Guatemala | Transition Manager | $ | 400 | $ | 400 | $ | 400 | $ | 400 | $ | 400 | $ | 400 | $ | 400 | $ | 400 |
| Guatemala | Subject Matter Expert | $ | 300 | $ | 300 | $ | 300 | $ | 300 | $ | 300 | $ | 300 | $ | 300 | $ | 300 |
| Romania | Transition Leader | $ | 724 | $ | 724 | $ | 724 | $ | 724 | $ | 724 | $ | 724 | $ | 724 | $ | 724 |
| Romania | Transition Manager | $ | 624 | $ | 624 | $ | 624 | $ | 624 | $ | 624 | $ | 624 | $ | 624 | $ | 624 |
| Romania | Subject Matter Expert | $ | 520 | $ | 520 | $ | 520 | $ | 520 | $ | 520 | $ | 520 | $ | 520 | $ | 520 |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Rate Card** | |  |  |  |  | |  | |  | |  | |  | |
| **CELEBRATION BANK - Project Iris** | |  |  |  |  | |  | |  | |  | |  | |
|  |  |  |  |  |  | |  | |  | |  | |  | |
|  |  |  |  |  |  | |  | |  | |  | |  | |
| **FTE Rate Card by Delivery location and Service line (monthly rates)** | | | | |  | |  | |  | |  | |  | |
| **SD Location** | **Service Line** | **2017** | **2018** | **2019** | **2020** | | **2021** | | **2022** | | **2023** | | **2024** | |
| China | Accounts Payable | $ 2,414 | $ 2,414 | $ 2,414 | $ | 2,414 | $ | 2,414 | $ | 2,414 | $ | 2,414 | $ | 2,414 |
| China | Requisition Management | $ 2,539 | $ 2,539 | $ 2,539 | $ | 2,539 | $ | 2,539 | $ | 2,539 | $ | 2,539 | $ | 2,539 |
| China | Operational Sourcing | $ 4,180 | $ 4,180 | $ 4,180 | $ | 4,180 | $ | 4,180 | $ | 4,180 | $ | 4,180 | $ | 4,180 |
| China | S2C Production | $ 3,981 | $ 3,981 | $ 3,981 | $ | 3,981 | $ | 3,981 | $ | 3,981 | $ | 3,981 | $ | 3,981 |
| China | Procurement Service Desk | $ 3,075 | $ 3,075 | $ 3,075 | $ | 3,075 | $ | 3,075 | $ | 3,075 | $ | 3,075 | $ | 3,075 |
| Guatemala | Accounts Payable | $ 3,349 | $ 3,349 | $ 3,349 | $ | 3,349 | $ | 3,349 | $ | 3,349 | $ | 3,349 | $ | 3,349 |
| Guatemala | Requisition Management | $ 3,482 | $ 3,482 | $ 3,482 | $ | 3,482 | $ | 3,482 | $ | 3,482 | $ | 3,482 | $ | 3,482 |
| Guatemala | Operational Sourcing | $ 4,058 | $ 4,058 | $ 4,058 | $ | 4,058 | $ | 4,058 | $ | 4,058 | $ | 4,058 | $ | 4,058 |
| Guatemala | S2C Production | $ 4,091 | $ 4,091 | $ 4,091 | $ | 4,091 | $ | 4,091 | $ | 4,091 | $ | 4,091 | $ | 4,091 |
| Guatemala | Procurement Service Desk | $ 3,675 | $ 3,675 | $ 3,675 | $ | 3,675 | $ | 3,675 | $ | 3,675 | $ | 3,675 | $ | 3,675 |
| India | Accounts Payable | $ 1,829 | $ 1,829 | $ 1,829 | $ | 1,829 | $ | 1,829 | $ | 1,829 | $ | 1,829 | $ | 1,829 |
| India | Requisition Management | $ 1,754 | $ 1,754 | $ 1,754 | $ | 1,754 | $ | 1,754 | $ | 1,754 | $ | 1,754 | $ | 1,754 |
| India | Operational Sourcing | $ 2,937 | $ 2,937 | $ 2,937 | $ | 2,937 | $ | 2,937 | $ | 2,937 | $ | 2,937 | $ | 2,937 |
| India | S2C Production | $ 2,981 | $ 2,981 | $ 2,981 | $ | 2,981 | $ | 2,981 | $ | 2,981 | $ | 2,981 | $ | 2,981 |
| India | Procurement Service Desk | $ 1,863 | $ 1,863 | $ 1,863 | $ | 1,863 | $ | 1,863 | $ | 1,863 | $ | 1,863 | $ | 1,863 |
| Kuala Lumpur | Accounts Payable | $ 2,806 | $ 2,806 | $ 2,806 | $ | 2,806 | $ | 2,806 | $ | 2,806 | $ | 2,806 | $ | 2,806 |
| Kuala Lumpur | Requisition Management | $ 2,622 | $ 2,622 | $ 2,622 | $ | 2,622 | $ | 2,622 | $ | 2,622 | $ | 2,622 | $ | 2,622 |
| Kuala Lumpur | Operational Sourcing | $ 4,254 | $ 4,254 | $ 4,254 | $ | 4,254 | $ | 4,254 | $ | 4,254 | $ | 4,254 | $ | 4,254 |
| Kuala Lumpur | S2C Production | $ 4,403 | $ 4,403 | $ 4,403 | $ | 4,403 | $ | 4,403 | $ | 4,403 | $ | 4,403 | $ | 4,403 |
| Kuala Lumpur | Procurement Service Desk | $ 2,734 | $ 2,734 | $ 2,734 | $ | 2,734 | $ | 2,734 | $ | 2,734 | $ | 2,734 | $ | 2,734 |
| Romania | Accounts Payable | $ 3,508 | $ 3,508 | $ 3,508 | $ | 3,508 | $ | 3,508 | $ | 3,508 | $ | 3,508 | $ | 3,508 |
| Romania | Requisition Management | $ 3,736 | $ 3,736 | $ 3,736 | $ | 3,736 | $ | 3,736 | $ | 3,736 | $ | 3,736 | $ | 3,736 |
| Romania | Operational Sourcing | $ 4,828 | $ 4,828 | $ 4,828 | $ | 4,828 | $ | 4,828 | $ | 4,828 | $ | 4,828 | $ | 4,828 |
| Romania | S2C Production | $ 4,424 | $ 4,424 | $ 4,424 | $ | 4,424 | $ | 4,424 | $ | 4,424 | $ | 4,424 | $ | 4,424 |
| Romania | Procurement Service Desk | $ 3,653 | $ 3,653 | $ 3,653 | $ | 3,653 | $ | 3,653 | $ | 3,653 | $ | 3,653 | $ | 3,653 |

## APPENDIX 3B: BASELINE VOLUMES

|  |  |  |
| --- | --- | --- |
| **In-Scope Country** | **PSRs** | **Invoices** |
| Australia | 307 | 19,817 |
| Bermuda | 104 | 8,087 |
| Canada | 533 | 68,901 |
| China | 351 | 88,369 |
| CI & IoM | 141 | 6,380 |
| Czech Republic |  | - |
| Hong Kong | 2,054 | 169,509 |
| India | 1,033 | 116,810 |
| Ireland |  | 13,510 |
| Luxembourg |  | - |
| Malta |  | 15,893 |
| Mexico | 1,352 | 85,715 |
| Singapore | 197 | 32,284 |
| Hang Seng Hong Kong |  | - |
| Spain |  | 95 |
| Switzerland | 178 | 12,298 |
| UAE | 388 | 20,540 |
| UK | 5,967 | 407,989 |
| USA | 2,498 | 541,395 |

**SCHEDULE 4:** **BENCHMARKING**

1. [NOT USED]

## FREQUENCY OF BENCHMARK REVIEW

* 1. CELEBRATION BANK may, by written notice to the Supplier, require a Benchmark Review of all of the Services.
  2. CELEBRATION BANK shall not be entitled to carry out a Benchmark Review during the twenty-four (24) month period from the GSA Effective Date nor at intervals of less than twenty-four (24) months after any previous Benchmark Review.

## PURPOSE AND SCOPE OF BENCHMARK REVIEW

* 1. The purpose of a Benchmark Review will be to establish whether the Benchmarked Services as a whole are, Good Value.

## APPOINTMENT OF BENCHMARKER

* 1. The parties shall select the Benchmarker to carry out the Benchmark Review from one of the following organisations: Gartner, Deloitte, Ovum, KPMG, TPI, the Hackett Group, CEB (Corporate Executive Board), SourceOne or Everest provided if the parties cannot agree within ten (10) Business Days of notification of the Benchmark Review by CELEBRATION BANK , CELEBRATION BANK may select the Benchmarker. CELEBRATION BANK shall appoint and engage the Benchmarker.
  2. CELEBRATION BANK will, at the written request of the Supplier, require the Benchmarker to enter into an appropriate confidentiality undertaking with the Supplier.
  3. Each party shall bear its own costs (other than the costs of the Benchmarker) relating to a Benchmark Review. The costs and expenses of the Benchmarker shall be borne by CELEBRATION BANK unless the Benchmark Review finds that the Benchmarked Services are not Good Value or finds that particular Benchmarked Services are not Good Value, in which case the costs of the Benchmark Review (or the costs relating to those particular Benchmarked Services) shall be borne by the Supplier, as a one-time event in respect of the first such Benchmark Review, and up to an aggregate cap of USD 50,000 (Fifty Thousand US Dollars).

## BENCHMARKING PROCESS

* 1. CELEBRATION BANK shall require the Benchmarker to produce, and to send to each party for approval, a draft plan for the Benchmark Review within ten (10) days after the date of the appointment of the Benchmarker, or such longer period as the Benchmarker shall reasonably request in all the circumstances. The plan shall include:
     1. a proposed timetable for the Benchmark Review;
     2. a description of the information that the Benchmarker requires each party to provide;
     3. description of the benchmarking methodology to be used based on this schedule 4 (*Benchmarking*); and
     4. details of any entities which the Benchmarker proposes, having consulted with CELEBRATION BANK and the Supplier, to include within the Comparison Group.
  2. Each party must give notice in writing to the Benchmarker and to the other party within ten

(10) Business Days after receiving the draft plan, advising whether it approves the draft plan, or, if it does not approve the draft plan, its reasons for withholding approval and any suggested amendments to that plan. Neither party may unreasonably withhold or delay its approval of the draft plan, and any suggested amendments must be reasonable. The decision to make any changes shall be at the sole discretion of the Benchmarker.

* 1. Where a party suggests amendments to the draft plan under paragraph 5.2, the Benchmarker shall, if it believes the amendments are reasonable, produce an amended draft plan and again send it to each party for approval. Paragraph 5.2 shall apply to any amended draft plan.
  2. Failure by a party to give notice under paragraph 5.2 will be treated as approval of the draft plan by that party.
  3. Once the plan is finalised, the Benchmarker will carry out the Benchmark Review in accordance with it. Each party shall procure that all the information described in the plan, together with any additional information reasonably required by the Benchmarker, is provided to the Benchmarker without undue delay.
  4. Each party shall cooperate fully with the Benchmarker, including by providing access to records, technical documentation, its own premises or those of its sub-contractors (to the extent required to reasonably perform the Benchmark Review and with appropriate notice), equipment, personnel, and systems (in each case that are relevant to the Services) as and when reasonably requested by the Benchmarker, provided that the Benchmarker shall be instructed to minimise any disruption to the Services (and Supplier shall not be liable for any disruption so caused).
  5. Either party may provide additional material to the Benchmarker to assist the Benchmarker in conducting the Benchmark Review.
  6. Once it has received the information it requires, the Benchmarker shall finalise a sample of entities constituting the Comparison Group and collect data relating to Comparable Services provided that, if no identical or materially similar services exist in the market the Benchmarker shall propose an approach for developing a comparable service benchmark.
  7. The selection of the Comparison Group (both in terms of number and identity of entities) and Comparable Services shall be a matter for the Benchmarker's professional judgment, but will be requested to consider the following:
     1. information from other service providers to CELEBRATION BANK ;
     2. survey information;
     3. market intelligence;
     4. the Benchmarker's own data and experience;
     5. relevant published information;
     6. information from consultancies and/or other vendors or purchasers of Comparable Services; and
     7. information from "in house" providers to CELEBRATION BANK to the extent that Benchmarker reasonably considers that they are valid comparators.
  8. The Benchmarker shall, using its professional judgment, derive the Equivalent Services Data and:
     1. using the Equivalent Services Data calculate the Accepted Range and/or median service levels;
     2. compare the Charges attributable to the Benchmarked Services (having regard in particular to the Service Levels and Service Credits regime) with the Accepted Range using the Equivalent Services Data;
     3. compare the Service Levels attributable to the Benchmarked Services (having regard to the Charges and Service Credits) with the median service levels using the Equivalent Services Data; and
     4. determine whether or not the Benchmarked Services as a whole are, Good Value.
  9. In carrying out the benchmarking analysis, the Benchmarker shall have regard to such matters as it considers reasonably appropriate, in addition to the items set out in this schedule 4 (Benchmarking).

## BENCHMARKER'S REPORT

* 1. The Benchmarker shall be required to prepare a report (**"Benchmarking Report"**), at the time specified in the plan approved under paragraph 5 of this schedule 4 (*Benchmarking*), setting out its findings. Those findings shall be required to:
     1. include a finding as to whether or not the Benchmarked Services as a whole are, Good Value;
     2. include other observations (if any) regarding the quality and competitiveness or otherwise of those Services; and
     3. if the Benchmarked Services as a whole are not Good Value, specify the changes that would be required to the Services, and in particular to the Charges, that would be required to make those Benchmarked Services as a whole, Good Value.
  2. The Benchmarker shall act as an expert and not as an arbitrator and its decision shall be final and binding on the Supplier and CELEBRATION BANK .
  3. For the avoidance of doubt, Benchmark Reviews shall not result in any increase to the Charges or any decrease in the required performance of any Services or Service Levels.
  4. If the Benchmarking Report states that the Benchmarked Services as a whole are not Good Value then the parties shall discuss and agree on the course of action via the Governance procedure. The Supplier shall implement the changes agreed via Governance as soon as reasonably practicable within a timescale agreed with CELEBRATION BANK but in any event no more than three (3) months. If the Supplier fails to implement the changes within this timescale, CELEBRATION BANK may terminate the Global Services Agreement and all Local Services Agreement(s) pursuant to clause 23.2.1.1 of the Global Services Agreement, save that, subject to clause 24.3, no Termination Fees shall be payable.

## SCHEDULE 5: CHANGE CONTROL PROCEDURE

1. [NOT USED]

## GLOBAL AND LOCAL CHANGES

* 1. Save as required by Applicable Law, Changes may only be made to the following aspects of any Local Services Agreements, by a Change to this Global Services Agreement, approved in writing by CELEBRATION BANK 's Head of Procurement BPO or authorised delegate:
     1. Charges;
     2. Services;
     3. Transition Plan; and
     4. KPIs and/or Outcomes, (**"Reserved Changes"**).
  2. Changes effected to the Global Services Agreement (including Reserved Changes) will, unless otherwise stated, automatically effect a Change to all Local Services Agreements as well as the Global Services Agreement without the need to amend formally those Local Service Agreements via this Change Control Procedure or otherwise. Subject to paragraph 2.1 above, a Change made solely to a Local Services Agreement will, unless otherwise stated, effect a Change to only that Local Services Agreement.

## CHANGES

* 1. Either CELEBRATION BANK or the Supplier may propose a Change by serving a Change Notice on the other. In reviewing and approving Changes the parties shall involve the relevant management personnel referred to in schedule 9 (*Governance*) or their applicable delegates.
  2. If the Supplier serves a Change Notice it will ensure that the Change Notice is accompanied by a Change Control Analysis and an Estimate in respect of the proposed Change.
  3. If CELEBRATION BANK serves a Change Notice, the Supplier will produce a Change Control Analysis and an Estimate in respect of the relevant Change and serve it on CELEBRATION BANK within five (5) Business Days of service of the relevant Change Notice. The Supplier will provide CELEBRATION BANK with any information reasonably requested by CELEBRATION BANK in relation to any Change Control Analysis or Estimate in order that CELEBRATION BANK may evaluate those documents.
  4. CELEBRATION BANK shall evaluate the Change Control Analysis and Estimate submitted by the Supplier within a reasonable time. Following such evaluation, CELEBRATION BANK may notify the Supplier in writing that it:
     1. agrees with the Change Control Analysis and Estimate in which case the relevant Change will be documented and implemented in accordance with the provisions of paragraph 3.7;
     2. does not wish to processed with the Change; or
     3. requires amendments to be made to the Change Control Analysis and Estimate following which the Supplier shall evaluate the nature of such amendments and

update and re-submit the Change Control Analysis and Estimate to CELEBRATION BANK (CELEBRATION BANK providing the Supplier with such information reasonably necessary in order for it to be able to make such re-submission). The Parties will repeat the process contained in this paragraph 3.4 up to two (2) times until they agree the form of the Change Control Documents or agree that the relevant Change should be rejected. If the Change Control Documents are not so approved or rejected after the process contained in this paragraph 3.4 has been repeated two

(2) times, then the relevant Change will be deemed to be rejected.

* 1. CELEBRATION BANK may accept or reject a Change requested by the Supplier (acting reasonably).
  2. Each party will bear its own costs and expenses (and those of any third party retained by it) incurred in relation to the activities described in this schedule.
  3. The Supplier will at all times act reasonably and properly in relation to all Changes and the preparation of all Change Control Documents and will also take reasonable steps to minimise the costs of each Change, the time taken to implement each Change and disruption to the Services associated with making each Change.
  4. Whenever a Change is approved by CELEBRATION BANK the Supplier will promptly prepare two copies of a Change Approval Notice and will make the necessary arrangement for signature of the Change Approval Notice by an authorised signatory of the Supplier. Following signature, the Supplier shall immediately return both copies of the Change Approval Notice to CELEBRATION BANK who will countersign it.
  5. On signature of a Change Approval Notice:
     1. the Global Services Agreement and Local Services Agreement(s) (as applicable), as qualified pursuant to paragraph 2.1 above, will be taken to have been amended in accordance with the relevant Change Control Documents;
     2. each party will notify details of the relevant Change to all relevant staff and managers as appropriate;
     3. each party must co-operate with the other and provide all reasonable assistance and information to the other that is needed to implement the relevant Change; and
     4. the parties must implement the relevant Change in accordance with the Global Services Agreement and Local Services Agreement(s) (as amended by the Change Control Documents).
  6. Subject to paragraph 3.14 below, until such time as a Change Approval Notice is signed by or on behalf of the parties in respect of a Change the Supplier will, unless otherwise agreed in writing by CELEBRATION BANK 's Head of Procurement BPO, continue to supply the Services as if the Change Control in respect of the relevant Change had not been issued.
  7. All discussions that take place in relation to a Change prior to the signature by both the Parties of a Change Approval Notice will be without prejudice to the rights of either party.
  8. Subject to paragraph 3.14 below, CELEBRATION BANK shall not be liable to pay any Charges for Services performed pursuant to a Change prior to a Change Approval Notice being signed by an authorised representative of CELEBRATION BANK . If the Supplier proceeds with performing the Services or

procuring and/or providing material prior to signature of an agreed Change Approval Notice, then such performance shall be at the Supplier's expense.

* 1. The Supplier will not unreasonably withhold or delay its consent to any Change requested by CELEBRATION BANK or an CELEBRATION BANK Group Member. The parties agree that it shall not be considered unreasonable for the Supplier to refuse to implement a Change where:
     1. the proposed change is technically infeasible; or
     2. implementation of the Change would put the Supplier in breach of law.
  2. If CELEBRATION BANK believes a Change is required to respond to an emergency whether by virtue of changes in law/regulation (to which the provisions of paragraph 2 above shall not apply in the first instance) or business circumstances (which CELEBRATION BANK shall reasonably determine) and that it would not be practicable to agree the content of the Change via the Change Control Procedure prior to implementation of the Change (**"Emergency Change"**), CELEBRATION BANK may require the Supplier to immediately commence work to implement the Change and the parties will subsequently within ten (10) Business Days agree the detail of an appropriate Change Control Document including as to Charges, acting reasonably and in good faith. In such a situation, the Supplier shall use its Best Endeavours to comply with CELEBRATION BANK 's request as soon as possible. The Supplier acknowledges that engaging in the Change Control Procedure (including preparing Change Control Analyses and Estimates) is an integral part of the Services and will not cause any delay or degradation to the provision of the other Services nor entitle it to any additional payment.
  3. Either party may withdraw a Change Notice submitted by it at any time until the relevant Change has been agreed by both Parties in accordance with paragraph 3.8.
  4. The Supplier will at all times, maintain a record of all Change Notices, Change Control Documentation and any correspondence or other supporting or related documentation.

## OPERATIONAL CHANGE

* 1. Either party may propose a an Operational Change in writing, making clear that it is an operational change that relates to this Global Services Agreement and/or a Local Service Agreement(s) (**"Operational Change Request"**) and all Operational Change Requests must be authorised by the respective Head of Procurement BPO and Global Operations Leader (or his/her designate) of the party that requests the Operational Change, who will act as the Operational Change Request sponsor throughout the process set out below.
  2. All Operational Change Requests will be presented to the other party's Head of Procurement BPO and Global Operations Leader or his/her designate who will promptly acknowledge receipt of the Operational Change Request. The parties will agree such timescales in respect of the processing of the Operational Change Request and level analysis in respect of the impact of such Operational Change as is reasonable in the circumstances.
  3. An Operational Change is agreed when signed in writing by both parties.
  4. Either party may require that a change is requested as an Operational Change to be re- classified as Change which goes through the process set out in paragraph 3 above where:
     1. the parties cannot agree the terms of such Operational Change;
     2. where it is not possible to agree the Operational Change within a reasonable timeframe; or
     3. where such change is not in the reasonable opinion of that party an Operational Change, including for the avoidance of doubt where it constitutes a change to the Global Services Agreement or any Local Services Agreement, requires a change to the Charges or otherwise changes the Services, KPIs or Outcomes. Accordingly, Operational Change requests may only be invoked in relation to matters which are catered for within the Charges for the Services.

## APPENDIX 5A: FORM OF CHANGE NOTICE

|  |  |
| --- | --- |
| **Change Request Number** | [UNIQUE ID NUMBER OF REQUEST] |
| **Originator:** | [NAME OF INDIVIDUAL] |
| **Originator's Organisation:** | [CELEBRATION BANK /SUPPLIER] |
| **Date of Notice:** |  |
| **Proposed Change:** | [DESCRIBE CHANGE] |
| **Reasons for Change:** | [DESCRIBE RATIONALE FOR CHANGE] |
| **Proposed timetable for implementation:** | [DESIRED IMPLEMENTATION DATE] |

**APPENDIX 5B: FORM OF CHANGE CONTROL ANALYSIS**

|  |  |
| --- | --- |
| **Change Request Number** | [UNIQUE ID NUMBER OF REQUEST] |
| **Proposed Change:** | [DESCRIBE CHANGE] |
| **Date of Change Notice:** |  |
| **Date of Change Control Analysis:** |  |
| **Impact of the implementation of the Change on the Services:** | [DESCRIBE IMPACT OF IMPLEMENTATION OF THE CHANGE. NB: THIS SHOULD INCLUDE ANY CHANGES TO THE SERVICES THAT WOULD RESULT FROM THE CHANGE (OTHER THAN AMENDMENTS TO THE SERVICE LEVELS), THE RISKS ASSOCIATED WITH IMPLEMENTING THE CHANGE AND HOW THESE COULD BE MITIGATED] |
| **Details of any changes to the Service Levels that would result from implementation of the Change:** | [DESCRIBE ALL CHANGES TO THE SERVICE LEVELS THAT WOULD RESULT FROM IMPLEMENTATION OF THE CHANGE] |
| **Service Deliverables required from the Change (if any):** | [SPECIFY ANY REQUIRED DELIVERABLES, INCLUDING FULL SPECIFICATIONS] |
| **Timetable for implementing Changes (including impacts on the timing of performance of any other obligations and payment profile):** | [INCLUDE TIMETABLE, SEPARATE DESCRIPTION OF IMPACTS AND PAYMENT PROFILE] |
| **Proposed Supplier Personnel to be involved in implementing Change;** | [SPECIFY THE NUMBER/CATEGORY OF SUPPLIER PERSONNEL TO BE INVOLVED IN IMPLEMENTING CHANGE AND IDENTIFY ANY [KEY SUPPLIER PERSONNEL] INCLUDED IN THE CHANGE] |
| **Number/Category of CELEBRATION BANK personnel to be involved in implementing Change:** | [SPECIFY THE NUMBER/CATEGORY OF CUSTOMER PERSONNEL TO BE INVOLVED IN IMPLEMENTING CHANGE] |

|  |  |
| --- | --- |
| **Summary of the likely impact of CELEBRATION BANK 's rejection of the Change:**  **[NB only required if the Supplier served the Change Notice]** | [DESCRIBE THE LIKELY IMPACT OF THE CUSTOMER'S REJECTION OF THE CHANGE CONTROL REQUEST] |
| **Acceptance Criteria:** |  |
| **CELEBRATION BANK Dependencies** | [LIST WHAT IS REQUIRED OF THE CUSTOMER] |
| **Other Prerequisites** | [LIST ANYTHING ELSE NEEDED, e.g. SOFTWARE LICENCES] |
| **Any other Relevant Information:** | [DESCRIBE ANY OTHER FACTORS OR INFORMATION THAT IS RELEVANT TO THE CONSIDERATION OF THE CHANGE] |

**APPENDIX 5C: FORM OF CHANGE APPROVAL NOTICE**

|  |  |  |
| --- | --- | --- |
| **Change Request Number:** | [UNIQUE ID NUMBER OF REQUEST] | |
| **Proposed Change:** | [DESCRIBE CHANGE] | |
| **Date of Change Notice:** |  | |
| **Date of Change Control Analysis:** |  | |
| **Amendments required to the Global Services Agreement and Local Services Agreement(s):** | [DESCRIBE NECESSARY CHANGES] | |
| **Additional Comments:** | [INSERT ADDITIONAL COMMENTS] | |
| Signature of Supplier: |  | Date: |
| Signature of CELEBRATION BANK : |  | Date: |

**SCHEDULE 6:** **BUSINESS CONTINUITY**

1. **Business Continuity**
   1. The Supplier shall establish and maintain a BCDR Plan as set out in this schedule 6 with the aim of ensuring that the Supplier is able to continue to provide the Services in the event of an unforeseen interruption of business, with such arrangements tested, reviewed and updated on at least an annual basis.
   2. The Supplier shall ensure that any CELEBRATION BANK Information which it holds is appropriately backed- up in accordance CELEBRATION BANK Policies and Procedures .

## Introduction

* 1. The Supplier will be responsible for creating the BCDR Plan in accordance with paragraphs 7, 8, 9, 10 and 11 of this schedule 6 and, in the event of a Disaster, for invoking the BCDR Plan in accordance with paragraph 12 of this schedule. If a declared Disaster interrupts any of the Services during the period in which the BCDR Plan is being developed, the Supplier will provide business continuity services in accordance with ISO 22301 and any other applicable business continuity and disaster recovery plans of the Supplier then in force and the Supplier shall be relieved of complying with KPIs, Key Metrics and Outcomes to the extent that the Services are affected by the Disaster, provided that it has complied with its obligations set out in this schedule 6, including the proper invocation of the BCDR Plan, and has continued to use Best Endeavours to continue to perform the Services notwithstanding the Disaster.
  2. Regardless of the occurrence of a Disaster or the invocation of the BCDR Plan, the Supplier shall continue to use Best Endeavours to provide the Services and to do so in accordance with the Service Levels.

## Business Continuity and Disaster Recovery Plan Structure

* 1. The BCDR Plan shall detail the processes and arrangements which the Supplier shall follow to ensure continuity of the Services, and the Supplier's business processes and operations on which the Services depend, following any Disaster.
  2. The BCDR Plan should be developed in such a way as to ensure recovery of all Services delivered by the Supplier to CELEBRATION BANK in accordance with appendix 6A.

## Business Continuity and Disaster Recovery Plan Development

* 1. The Supplier shall develop a BCDR Plan that complies with all of the requirements of the Global Services Agreement and Local Services Agreement(s) and ISO 22301 and shall, within 28 business days of signature of the first Local Services Agreement (or such shorter period as necessary pursuant to the Transition Plan), submit that BCDR Plan to CELEBRATION BANK for approval in accordance with paragraphs 8.2 to 8.4 below. The parties shall follow the process set out in this paragraph 4 in respect of any updates to the BCDR Plan required for each Local Services Agreement.
  2. CELEBRATION BANK shall review the BCDR Plan to ascertain whether it complies with the requirements of the Global Services Agreement and Local Services Agreement(s) and ISO 22301 or otherwise that the BCDR plan is reasonably acceptable to CELEBRATION BANK , including to the CELEBRATION BANK Information Security team, and shall, within twenty (20) Business Days of receipt of the BCDR Plan to notify the Supplier of either its acceptance of the BCDR Plan, or, if it does not accept the

BCDR Plan, of that fact and its reasons for finding the BCDR Plan unacceptable and any proposed amendments the BCDR Plan.

* 1. Where CELEBRATION BANK notifies the Supplier pursuant to paragraph 8.2 that it does not accept the BCDR Plan, the Supplier shall, within ten (10) Business Days, amend the BCDR Plan so as to take into account any amendments reasonably requested by CELEBRATION BANK , or otherwise required to render the BCDR Plan compliant with the requirements of the Global Services Agreement and Local Services Agreement(s) and ISO 22301, and re-issue the amended BCDR Plan to CELEBRATION BANK , in which case the provisions of paragraphs 8.2 and 8.3 of this schedule 6 shall re- apply. In the event that CELEBRATION BANK 's requirements for the BCDR Plan exceed the requirements set out in this schedule 6, and which lead to demonstrable and justifiable additional costs to the Supplier, then the parties shall agree the appropriate allocation of such costs via the Change Control Procedure. For clarity, the Supplier shall not be permitted to additional costs for implementing a solution to comply with paragraph 9.2 below unless CELEBRATION BANK requires hot/cold seats in an alternate site specifically dedicated to CELEBRATION BANK .
  2. Once CELEBRATION BANK notifies the Supplier that the BCDR Plan is accepted, it shall be deemed to be incorporated into this schedule and shall form part of the Global Services Agreement and Local Services Agreement(s), and (subject to paragraph 8.5 of this schedule) any changes to the BCDR Plan shall be made only through the Change Control Procedure as set out in schedule 5 (*Change Control Procedure*).
  3. The Supplier shall, on annual basis and whenever one or more of the following occurs:
     1. the parties enter into a Local Services Agreement or otherwise Supplier commences the provision of any new Services;
     2. following the completion of any Information Security Review by CELEBRATION BANK from time to time, resulting in any recommendation impacting the contents of the then existing BCDR Plan (if any); and/or
     3. the Services are otherwise modified such that the existing BCDR Plan is no longer sufficient to ensure continuity of the Services in the event of a Disaster,
     4. review and update the BCDR Plan within twenty-eight (28) days and re-submit to CELEBRATION BANK for review. The provisions of paragraphs 8.2 and 8.4 shall apply to the updated BCDR Plan.

## BCDR Plan Principles

* 1. The BCDR Plan will include, without limitation, and without prejudice to the terms of this schedule 6, the following if applicable:
     1. an outline of the systems and business processes required to ensure continuity of Services including prioritisation of these elements;
     2. a description of how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
     3. details of how the invocation of any element of the BCDR Plan may impact upon the operation of the Services;
     4. examples of invocation scenarios;
     5. details of who can invoke the BCDR Plan;
     6. detail regarding how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plans of CELEBRATION BANK and any of its other suppliers, as notified to the Supplier by CELEBRATION BANK from time to time;
     7. a description of how the Supplier will liaise with CELEBRATION BANK with respect to issues concerning business continuity and disaster recovery where applicable;
     8. close key contact details (including roles and responsibilities) for the Supplier (and any Sub-Contractors or service providers) and for CELEBRATION BANK ;
     9. frequency of review and amendment of the BCDR Plan;
     10. a description of test procedures and frequency of testing;
     11. the procedures for reverting to "normal service";
     12. a description of alternative processes, (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the delivery of the Services;
     13. a description of steps to be taken by the Supplier upon resumption of the Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption;
     14. details of the various possible levels of failures of or disruptions to services and the steps to be taken to remedy the differing levels of failure and disruption. The BCDR Plan shall also clearly set out the conditions and/or circumstances under which escalation to the disaster recovery element of the plan is invoked;
     15. details of the procedures and processes to be put in place by the Supplier (and any Sub-Contractor (or service providers) in relation to the Disaster recovery system and the provision of the disaster recovery services and any testing of the same to the extent applicable;
     16. high level description of the technical design and build specification of the disaster recovery system to the extent applicable;
     17. a description of the Supplier’s internal data centre and disaster recovery site audits;
     18. backup methodology and details of the Supplier’s approach to data back-up and data verification in respect of CELEBRATION BANK Information in its control;
     19. hardware configuration details, where applicable;
     20. high level description of the network planning including details of all relevant data networks and communication links;
     21. details of any agreed relaxation of the Service Levels during any period of invocation of the BCDR Plan;
     22. details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the BCDR Plan is invoked;
     23. access controls to any Disaster recovery sites used by the Supplier and any Sub- Contractor or service providers in relation to its obligations pursuant to this schedule 6;
     24. a list of primary and alternate recovery locations for each of the Supplier premises; and
     25. the names and contact details of representative(s) designated by the Supplier and CELEBRATION BANK in paragraphs 9.1.8 and 10.1.1 respectively, as amended from time to time.
  2. The Supplier shall ensure that in the event of a Disaster it complies with the recovery times set out in appendix 6-A in respect of the Services in accordance with approach to recovery agreed in appendix 6-A.

## The Supplier Responsibilities

In addition to and without prejudice to its other obligations and responsibilities, the Supplier shall:

* + 1. provide a representative who is knowledgeable in BCDR Plan creation and related planning activities and the actual BCDR Plan itself, so as to serve as a single point of contact for CELEBRATION BANK (the **"Supplier BCDR Representative"**);
    2. provide CELEBRATION BANK with continuity event-related communications and activities:
    3. submit the BCDR Plan and any test results to CELEBRATION BANK representative appointed in accordance with paragraph 0 below, for review and acceptance; and
    4. remain fully responsible for any Sub-Contractors, and ensure that each Sub- Contractor has in proportionate and sufficient business continuity and disaster recovery plans if applicable that are:
       1. integrated with the BCDR Plan, and do not in any way conflict with or undermine the effectiveness of the BCDR Plan;
       2. in accordance with the requirements for the BCDR Plan as set out in the Global Services Agreement and Local Services Agreement(s); and
       3. tested and updated in accordance with the provisions of the Global Services Agreement and Local Services Agreement(s) as if such plans were the BCDR Plan.

## CELEBRATION BANK Responsibilities

* 1. CELEBRATION BANK will appoint a representative who is knowledgeable in business continuity planning to serve as a single point of contact for CELEBRATION BANK in respect of the BCDR matters (the **"CELEBRATION BANK BCDR Representative"**) and who will:
     1. act as the primary interface to the Supplier's business continuity representative appointed in accordance with paragraph 9.1.1 above;
     2. receive the BCDR Plan and test results and either submit comments to the Supplier’s business continuity representative or, when acceptable, provide sign- off; and
     3. provide the Supplier’s BCDR Representative with CELEBRATION BANK updates to the BCDR Plan as required by this schedule 6.
  2. As the Supplier shall be accessing and utilizing Licensed CELEBRATION BANK Systems and applications remotely, CELEBRATION BANK would continue to retain responsibility for the business continuity and disaster recovery of the Licensed CELEBRATION BANK Systems in the event of a Disaster impacting Licensed CELEBRATION BANK Systems.

## Invocation of the BCDR Plan

* 1. The Supplier shall notify CELEBRATION BANK immediately upon becoming aware of the occurrence of a Disaster or becoming aware that a Disaster is reasonably likely to occur.
  2. CELEBRATION BANK may require the Supplier to invoke the BCDR Plan when CELEBRATION BANK becomes aware of a Disaster or becomes aware that a Disaster is reasonably likely to occur.
  3. Subject to paragraph 12.4 of this schedule 6, in the event that a Disaster occurs or is reasonably likely to occur, each party's BCDR Representative (to the extent that either representative is not available, a suitable alternative approved by CELEBRATION BANK ) shall promptly assess the situation and agree whether the BCDR Plan should be invoked. To the extent that the parties are unable to agree, then CELEBRATION BANK 's decision as to (i) whether a Disaster has occurred or is reasonably likely to occur, and (ii) whether the BCDR Plan is to be invoked, shall be final, and the Supplier shall immediately follow such directions.
  4. If, due to the nature of the Disaster, it is impracticable or impossible for the Supplier to obtain CELEBRATION BANK approval before invoking the BCDR Plan (including where such approval would cause a delay in the invocation of the BCDR Plan that could pose a threat to CELEBRATION BANK or its business), the Supplier shall invoke the BCDR without CELEBRATION BANK 's approval provided that CELEBRATION BANK shall be notified of the invocation as soon as possible.
  5. The Supplier shall use its Best Endeavours to ensure that CELEBRATION BANK is involved in all key decisions concerning the application of the BCDR Plan and the restoration of the Services, and shall keep CELEBRATION BANK notified at all times of the progress and application of the BCDR Plan.

## Testing the BCDR Plan

* 1. The Supplier shall test the BCDR Plan on a regular basis (and in any event no less frequently than once every six (6) months). CELEBRATION BANK may require the Supplier to conduct additional tests of some or all aspects of the BCDR Plan at any time, where CELEBRATION BANK considers it reasonably necessary, including where there has been any change to Services provided or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan. Except where an additional test relates to (i) a failure by the Supplier to implement successfully the BCDR Plan; (ii) a failure by the Supplier to comply with its obligations; (iii) an existing obligation of the Supplier; or (iv) any change proposed and made by the Supplier, CELEBRATION BANK will reimburse the Supplier for the reasonable costs incurred by the Supplier in conducting more than one test of the BCDR Plan per year up to a maximum amount agreed between the parties.
  2. The Supplier shall use its Reasonable Endeavours to ensure that any testing of the BCDR Plan shall not impact the Service Levels or other operational activities unless such impact has first been notified to CELEBRATION BANK and CELEBRATION BANK nonetheless approved the performance testing.
  3. Following each test, the Supplier shall send to CELEBRATION BANK a written report summarising the results of the testing and shall implement any actions or remedial measures which the parties agree to be necessary as a result of those tests in accordance with a remediation plan.
  4. The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with CELEBRATION BANK and shall liaise with CELEBRATION BANK in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of CELEBRATION BANK in this regard.
  5. The Supplier shall, at the request of CELEBRATION BANK , re-test all or partial elements of the BCDR Plan if such BCDR testing fails or does not produce satisfactory results, as agreed between the parties.
  6. CELEBRATION BANK shall have the right to inspect and audit (either by itself or through an external auditor) in accordance with clause 14 (*Audit Rights and Records*) any aspect of the BCDR Plan and the Supplier's business continuity and disaster recovery processes. The Supplier shall implement, at its own cost, any remedial action required to remedy any non-compliance with the requirements of this schedule 6 and the BCDR Plan. Otherwise, the Supplier shall implement at an agreed cost, any reasonable recommendations that may arise from any such audits as soon as reasonably practicable.

## APPENDIX 6-A - RECOVERY TIMES

"**Mission Critical Services**" are those Services which are required to be recovered in a faster time frame than other parts of the Services. The parties will agree the Critical Services in the BCDR Plan, which shall in any event, whether or not called out in the BCDR Plan, include the Accounts Payable Services. Critical Services shall not constitute more than 25% of the Services (in terms of the FTE set out in "FTE Validation" tab of the Price Book) at the time of the Disaster.

"**Non-Mission Critical Services**" are those parts of the Services which are not Mission Critical Services.

The Supplier shall ensure that the Services are restored in accordance with the following:

1. 100% of Mission Critical Services are restored within 1-6 days of the occurrence of a Disaster, by diverting such Mission Critical Services to an alternative Approved Location.
2. 30% of Non-Mission Critical Services are restored within 15 to 45 days of the occurrence of a Disaster. For avoidance of doubt, such recovery shall be done by diverting such Non-Mission Critical Services to alternate sites in same jurisdictions as the Approved Locations and by fully utilizing such alternate site capacities. The Mission Critical Services may be provided from such alternate sites in same jurisdictions as the Approved Locations as well during this period.
3. 100% of Non-Mission Critical Services are restored within 45 to 90 days of the occurrence of a Disaster. For avoidance of doubt, such recovery shall be done by diverting such Non- Mission Critical Services to alternate sites in same jurisdictions as the Approved Locations and by fully utilizing such alternate site capacities. The Mission Critical Services may be provided from such alternate sites in same jurisdictions as the Approved Locations as well during this period.

## SCHEDULE 7: CELEBRATION BANK POLICIES

|  |  |  |
| --- | --- | --- |
| **Name of CELEBRATION BANK policy or procedure** | **Type of policy** | **Additional Comments** |
| CELEBRATION BANK Incorrect Payments Procedure | Policy regarding the recovery of incorrect payments |  |
| CELEBRATION BANK Code of Conduct for Suppliers | Ethical and environmental code of conduct for suppliers of goods and services. |  |
| UK Expense Policy | Expense policy for people travelling on behalf of CELEBRATION BANK specific to UK. | To be used by Supplier as part of the Accounts Payable Service Line to audit expenses. |
| Data Management Functional Instruction Manual | Internal CELEBRATION BANK Data management guidance. |  |
| Global Procurement Handbook | Procurement Policy |  |
| Legal Functional Instruction Manual | Contains mandatory policies with Group-wide applicability which have been set by Legal ExCo as  the minimum standards to (a) mitigate legal risk, and (b) mitigate risks in the Global Legal Function. |  |
| CELEBRATION BANK Global Sanctions Policy | Policy on working with sanctioned parties or geographies |  |
| CELEBRATION BANK Group Policy for Screening of Third Party Personnel | BGC procedures for third parties | 1. The Supplier will complete all relevant screening checks required by the policy, save as agreed between the parties, before the Supplier Personnel have access to CELEBRATION BANK Data and CELEBRATION BANK Systems. Prior to all required background checks   being completed, the Supplier may train Supplier Personnel on Supplier's own processes and systems provided such Supplier Personnel have no access to CELEBRATION BANK Data or CELEBRATION BANK Systems.   1. In respect of right to work checks, government-issued identification may be acceptable instead of passports. |
| B 10 Information Security Risk Functional Instruction Manual | Info Sec procedures | Policy shall apply only to the Supplier's use of the CELEBRATION BANK Systems or to any Supplier |

|  |  |  |
| --- | --- | --- |
|  |  | Systems containing CELEBRATION BANK Data. |
| CELEBRATION BANK Digital Accessibility Framework | The purpose of this document is to provide members of CELEBRATION BANK digital teams with the information they need to successfully  plan and deliver products that achieve the CELEBRATION BANK digital accessibility standard. | Policy shall apply only to the Supplier's use of the CELEBRATION BANK Systems or to any Supplier Systems containing CELEBRATION BANK Data. |
| Global Standards Manual | common standards and principles for conduct of business |  |
| US CELEBRATION BANK North America vendor risk management policy | Internal Guidance document for North America for engaging a contractor- Third Party Risk Management structure in CELEBRATION BANK |  |
| Malta Procurement Policy | Procurement Standard Operating Procedure / Policy |  |
| GPP VRM Out of Scope Commodities | Standard Operating Procedure for Accounts Payable process |  |
| Information Technology Functional Instruction Manual | Guidance for IT infrastructure | Policy shall apply only to the Supplier's use of the CELEBRATION BANK Systems or to any Supplier Systems containing CELEBRATION BANK Data. |
| UK and Group Legal Procedures | Procedures for Group Legal team |  |
| CELEBRATION BANK Supplier Risk Management Procedure | Supplier risk management procedures - internal to CELEBRATION BANK |  |
| B.9.2 Invoice and Credit Note Processing | Standard Operating Procedure for Accounts Payable process |  |
| CELEBRATION BANK Savings Framework and reporting handbook | Sourcing Standard Operating Procedure |  |
| CELEBRATION BANK Savings Procurement Benefits Tracking Framework | Procurement Standard Operating Procedure /Policy |  |
| B 9.1 AP Governance FIM | Accounts Payable Standard Operating Procedure |  |
| Operations Functional Instruction Manual | Manual for Operations to run the business |  |
| B9.3 Supplier setup and Maintenance FIM | Supplier Set up Standard Operating Procedure – Accounts Payable or Procurement |  |
| CELEBRATION BANK Core Sustainability Assessment Process Information | Core sustainability Assessment procedures for the Vendor Management or Procurement teams |  |
| US Purchasing | Procurement Standard |  |

|  |  |  |
| --- | --- | --- |
| Procedures | Operating Procedure |  |
| B.9.4 Staff Expense Re- imbursement | Accounts Payable Standard Operating Procedure |  |
| US-GSC- Process-PEET | Procurement Standard Operating Procedure |  |
| US Buyer Guide to PEET procurement | Procurement guidelines |  |
| US 3 PEET Procedures | Procurement tool Standard Operating Procedure |  |

1. The parties have agreed that certain CELEBRATION BANK Policies and Procedures are outside the scope of the Services and the Supplier shall not be required to comply with the following:

|  |  |  |
| --- | --- | --- |
| **Name of CELEBRATION BANK policy or procedure** | **Type of policy** | **Additional Comments** |
| Chapter 10 internal controls | Internal CELEBRATION BANK guidance document for internal controls including controls that CELEBRATION BANK needs to put a structure around to manage outsourcing to external vendors |  |
| CELEBRATION BANK Health and Safety and Site security | Health and safety guidelines - apply to any contractor/supplier undertaking work in the UK for CELEBRATION BANK Bank | The Supplier must comply with applicable CELEBRATION BANK Policy when on CELEBRATION BANK sites. |
| Israel Procurement Procedure | Procurement Standard Operating Procedure | unless Israel is added via Change Control |
| Armenia Procurement Procedures | Procurement Standard Operating Procedure | Unless Armenia is added via Change Control |

## SCHEDULE 8: PERSONNEL

**Part 1**

1. **Definitions**
   1. In this Schedule 8, the following definitions shall apply in addition to those set out in Clause 2 (Definitions):
   2. Living Wage Foundation means Centre for Civil Society Limited a company registered in England with company number 07333734 and whose registered office is at 112 Cavell Street, London E1 2JA;
   3. London Living Wage means the London living wage as set by the Greater London Authority or any successor body from time to time;
   4. Qualifying Employee means any of the Supplier’s paid employees (excluding apprentices, interns or any person who is not yet eighteen (18) years old) who (i) works in the United Kingdom; and (ii) provides services under the Global Services Agreement and Local Services Agreement(s) to or on behalf of CELEBRATION BANK for two (2) or more consecutive hours per week and for eight (8) or more consecutive weeks in any calendar year on or in premises occupied by CELEBRATION BANK and/or any CELEBRATION BANK Group Member and/or on land which CELEBRATION BANK and/or any CELEBRATION BANK Group Member is responsible for maintaining and/or on which it is required to work under the terms of any lease; and
   5. UK Living Wage the UK living wage as set by the Living Wage Foundation or any successor body from time to time.

## Supplier Personnel

* 1. The Supplier shall, throughout the term of the Global Services Agreement and Local Services Agreement(s):
     1. ensure that the Services are provided by persons who are, in the Supplier’s view, suitably experienced and qualified for, and competent to perform, the tasks which fall within their respective responsibilities; and
     2. maintain and develop the skills and experience of the personnel engaged in the provision of the Services by training, development, instruction, work experience or otherwise.
  2. Subject to Part 2, paragraph 2.3, the Supplier shall be responsible and liable for the management of all Supplier Personnel and the unlawful acts and omissions of Supplier Personnel whilst they are on CELEBRATION BANK Premises as a result of the provision of the Services.
  3. Without relieving the Supplier of its obligations under the Global Services Agreement and Local Services Agreement(s), CELEBRATION BANK shall give to the Supplier written notice if it considers that any of the Supplier Personnel are acting in a manner which will cause (in the reasonable opinion of CELEBRATION BANK ), material disruption or damage to CELEBRATION BANK 's business, employees, assets or reputation, or those of any other CELEBRATION BANK Group Member. In such event, the Supplier shall propose to CELEBRATION BANK a plan for appropriate remedial action within reasonable timescales. If the action taken under such plan fails to resolve the issues identified by CELEBRATION BANK within reasonable timescales under the agreed remedial plan, the Supplier shall remove and replace the relevant Supplier Personnel as soon as reasonably and lawfully possible.

## Relationship of the Parties

* 1. The relationship of CELEBRATION BANK and the Supplier shall not be that of employer-employee. Except to the extent necessary in connection with the provision of the Services, no employee, agent, contractor or representative of the Supplier shall make any representations on behalf of CELEBRATION BANK . No employee, agent, contractor or representative of the Supplier may bind or commit CELEBRATION BANK to any obligation, purchase or liability. The Supplier will be responsible for the acts and omissions of the Supplier Personnel in connection with their interaction and relationship with CELEBRATION BANK and/ or any CELEBRATION BANK Group Member and performing obligations under the Global Services Agreement and Local Services Agreement(s) (including while on CELEBRATION BANK Premises).
  2. The Supplier, Supplier Contracting Party or Supplier Affiliate will exercise sole authority and independent control over the Supplier Personnel by whom the Services are delivered.
  3. No part of the Global Services Agreement and Local Services Agreement(s) is intended to create or record any employment, partnership, joint venture, agency or other such relationship between CELEBRATION BANK and the Supplier (or any of their respective employees, agents, contractors, officers and other representatives). Except to the extent required in respect of the Services, the Supplier is not an agent of CELEBRATION BANK or any CELEBRATION BANK Group Member and has no authority whatsoever to bind or commit CELEBRATION BANK or any CELEBRATION BANK Group Member by representations, contract or agreement of any kind.

## Employee screening

The Supplier will ensure that any Supplier Personnel who will be entering CELEBRATION BANK Premises and/or will have access (remotely or otherwise) to CELEBRATION BANK Information shall have been subject to pre-employment screening at least to the standards agreed with CELEBRATION BANK from time to time as far as is permitted by law in the relevant country. The Supplier will following a request from CELEBRATION BANK , provide evidence that Supplier Personnel have been subject to such screening. Additional screening may be agreed if Supplier Personnel are to have access to data that is subject to Data Protection Laws.

## Health and safety

When performing work at CELEBRATION BANK Premises the Supplier shall use reasonable endeavours to ensure that any disruption to the normal operations of CELEBRATION BANK and the CELEBRATION BANK Group Members (including the operations of other parties employed by CELEBRATION BANK and the CELEBRATION BANK Group Members) are minimised and shall comply with the reasonable instructions given by CELEBRATION BANK and the relevant CELEBRATION BANK Group Member’s representatives at the CELEBRATION BANK Premises. The Supplier will, and will, ensure that all Supplier Personnel comply with the site and security regulations relating to the CELEBRATION BANK Premises of which it is made aware in advance and with CELEBRATION BANK ’s or the relevant CELEBRATION BANK Group Member’s then current health and safety requirements of which it is made aware in advance.

## Living wage

* 1. In respect of Qualifying Employees working in Greater London the Supplier shall:
     1. pay an hourly rate of pay which shall not be less than the London Living Wage; and
     2. if there is any increase in the London Living Wage, the Supplier shall within six (6) months of the date on which such increase is officially announced,

increase the hourly rate of pay paid to such Qualifying Employees to reflect the relevant increase.

* 1. In respect of Qualifying Employees working outside Greater London, the Supplier shall:
     1. pay an hourly rate of pay which shall not be less than the UK Living Wage; and
     2. if there is any increase in the UK Living Wage, the Supplier shall within six (6) months of the date on which such increase is officially announced, increase the hourly rate of pay paid to such Qualifying Employees to reflect the relevant increase.
  2. The Supplier shall procure that all sub contracts it enters into with its permitted sub- contractors under the Global Services Agreement and Local Services Agreement(s) contain clauses which are mutatis mutandis with this Clause.
  3. To the extent that any Services are provided outside the United Kingdom, then the Supplier shall comply with the provisions set out in this paragraph 6, save that the London Living Wage UK Living Wage shall be the local equivalent which applies in that jurisdiction.

## Non solicitation

The Supplier agrees that it will not, without the prior written consent of CELEBRATION BANK , directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person during the term of the Global Services Agreement and Local Services Agreement(s) or for a period of twelve (12) months following the termination date or expiry date solicit or entice, or endeavour to solicit or entice, away from CELEBRATION BANK or any CELEBRATION BANK Group Member any person employed by CELEBRATION BANK or any CELEBRATION BANK Group Member. For the purposes of this paragraph 7 "solicit" or "entice" means the soliciting or enticing of such person with a view to engaging such person as an employee, director, sub contractor, consultant or independent contractor but will not apply in the case of any such person responding without enticement to a job advertisement which is capable of being responded to by members of the public (or sections thereof) generally

## Part 2

**"Employment Claim"** means all or any employment or pension related direct or indirect actions, proceedings, claim, losses, demands, costs, expenses (including legal expenses on an indemnity basis), damages, liabilities and penalties whatsoever;

**"Employment Costs"** means the costs of salaries, benefits, overtime and incentive payments, tax and national and/or social insurance and any other periodic outgoing made to or in respect of an employee;

**"Employment Regulations"** means the Acquired Rights Directive (77/187/EEC as amended by Council Directive 98/50 EEC and consolidated in Directive 2001/23/EC) as enacted into national law or any analogous provisions of any jurisdiction where the Directive does not have effect;

**"Redundancy"** means the termination of a Transferring Employee's or Re-Transferring Personnel's employment due to a change in work location or due the their role not being required following the transfer of their employment under the Employment Regulations;

**"Relevant Re-Transfer Date"** means any Termination Date which gives rise to a relevant transfer for the purposes of the Employment Regulations;

**"Re-Transferring Employees"** means those employees of Supplier, Supplier Contracting Party and any Supplier Affiliate or any third party whose roles mostly or wholly consist of providing the Services respect of whom the parties expect the Employment Regulations to apply on the Relevant Re-Transfer Date and whose names are listed in the information provided in accordance with paragraph 4.2;

**"Relevant Transfer Date"** means the date on which provision of all or part of the Services under the relevant Local Services Agreement commence;

**"Replacement Services"** means any services which are substantially similar to the Services and which CELEBRATION BANK or any CELEBRATION BANK Group Member procures in substitution for the Services following expiry, termination or part termination of the relevant Local Services Agreement, whether those services are provided by CELEBRATION BANK or any CELEBRATION BANK Group Member and/or by any Successor Supplier;

**"Successor Supplier"** means any supplier of Replacement Services appointed by CELEBRATION BANK be that a third party, CELEBRATION BANK , CELEBRATION BANK Contracting Party or any CELEBRATION BANK Group Member;

**"Supplier Employees"** means any and all individuals who are employed by the Supplier, Supplier Contracting Party, or Supplier Affiliate who are wholly or mainly employed in or assigned to all or any of the Services provided under the relevant Local Services Agreement;

**"Termination Date"** means the date on which the relevant Local Services Agreement terminates or part terminates or expires;

**"Transferring Employees"** means those employees of CELEBRATION BANK or any CELEBRATION BANK Group Member or any third party whose roles mostly or wholly consist of providing the Services in respect of whom the parties expect the Employment Regulations to apply on the Relevant Transfer Date and whose names are listed in the information provided in accordance with paragraph 1.2.

## Transfer of transferring employees

* 1. The parties acknowledge that by operation of the Employment Regulations the contract of employment of each of the Transferring Employees may, subject to each Transferring Employee's right to object to the transfer, have effect on and after the Relevant Transfer Date as if originally made with the Supplier, Supplier Contracting Party or Supplier Affiliate.
  2. CELEBRATION BANK shall, subject to any applicable Data Protection Laws, at least four (4) months before the Relevant Transfer Date, in respect of Transferring Employees provide the Supplier with:
     1. anonymised list of Transferring Employees including age, job title and length of service;
     2. all material terms and conditions of employment, including without limitation as to any bonus, commission, pensions, retirement, share options, incentive payments, insurance benefits and any enhanced redundancy terms,

(together **"Transferring Employee Information"**), and such information shall be accurate in all material respects.

* 1. Where CELEBRATION BANK has provided Transferring Employee Information, CELEBRATION BANK shall:
     1. inform the Supplier of any material change to the same (including, without limitation, notifying the Supplier of any individuals who have ceased to be Transferring Employees where they are redeployed to alternative roles by

CELEBRATION BANK before the Relevant Transfer Date or whose employment terminates for any reason prior to the Relevant Transfer Date);

* + 1. use reasonable endeavours to clarify any matter on which clarification is reasonably requested by the Supplier; and
    2. use reasonable endeavours to co-operate with any other reasonable requests made by the Supplier concerning the Transferring Employee Information as soon as practicable and will use reasonable endeavours to do so within fourteen

(14) days of any such change, discovery of new information, or receipt of such request.

* 1. The Supplier agrees that any Transferring Employee Information provided to it, any Supplier Contracting Party or Supplier Affiliate pursuant to this paragraph shall be held by them in confidence, and that it shall:
     1. restrict the disclosure of such Transferring Employee Information to such employees of the Supplier, Supplier Contracting Party or Supplier Affiliate and their respective advisors as is necessary for the purposes of reasonable due diligence;
     2. ensure that such Transferring Employee Information shall not be used for any other reason other than the proposed transfer to the Supplier, Supplier Contracting Party or Supplier Affiliate; and
     3. retain such Transferring Employee Information for no longer than reasonably necessary,

provided that the Supplier's obligations under this paragraph 1.4 will be subject to any right or obligation to disclose any information imposed by law or by a court of competent jurisdiction or by any regulatory body or requirement.

* 1. Subject to CELEBRATION BANK complying with its obligations under paragraphs 1.2 and 1.3, no later than three (3) months prior to the Relevant Transfer Date, the Supplier shall confirm to CELEBRATION BANK in writing the following:
     1. that the Supplier, Supplier Contracting Party or Supplier Affiliate proposes that, with effect from the Relevant Transfer Date, the work done by the Transferring Employees be carried out in a different country to the location in which the Transferring Employees are employed prior to the Relevant Transfer Date; and
     2. that as a consequence of which it proposes terminating the Transferring Employees' contracts of employment on or immediately after the Relevant Transfer Date by reason of Redundancy as no suitable alternative employment in the country where they are employed is available for them.
  2. The Supplier shall, within ten (10) days of a written request, provide all other information reasonably requested by CELEBRATION BANK in connection with such proposal in order to enable CELEBRATION BANK to treat Transferring Employees fairly and to minimise the risk of unfair dismissal claims arising from any Transferring Employee who is subsequently dismissed by the Supplier, Supplier Contracting Party or Supplier Affiliate by reason of Redundancy.
  3. Subject to paragraph 2.1.3 below, all Employment Costs and liabilities in relation to salaries, wages and other emoluments, holiday entitlement and all contributions for which CELEBRATION BANK or

any CELEBRATION BANK Group Member, or Supplier, Supplier Contracting Party or Supplier Affiliate is liable as an employer in respect of any Transferring Employee under any contractual or statutory obligation shall be the responsibility of CELEBRATION BANK or the relevant CELEBRATION BANK Group Member in respect of the period prior to the Relevant Transfer Date and the responsibility of the Supplier, Supplier Contracting Party or Supplier Affiliate in respect of the period on and after the Relevant Transfer Date and any accrued but untaken holiday shall be apportioned on a pro-rated basis.

## Indemnities

* 1. CELEBRATION BANK shall indemnify the Supplier, Supplier Contracting Party and any Supplier Affiliate and keep them indemnified against each and every Employment Claim made against the Supplier, Supplier Contracting Party and Supplier Affiliate by or on behalf of any Transferring Employee where the cause of the Employment Claim arises out of or in connection with:
     1. their employment, or its termination, before the Relevant Transfer Date;
     2. any failure of CELEBRATION BANK , any other CELEBRATION BANK Group Member, an CELEBRATION BANK Contracting Party or any CELEBRATION BANK Group Member to comply with its legal obligations relating to the provision of information and consultation under the Employment Regulations and/or the Trade Union and Labour Relations (Consolidation) Act 1992; and
     3. subject to Supplier's compliance with paragraphs 1.5 and 1.6 and the information provided being accurate in all material respects, the termination of their employment by reason of Redundancy within fourteen (14) days of the Relevant Transfer Date, together with their employment from the Relevant Transfer Date to the date on which it terminates.
  2. Without prejudice to paragraph 2.1 above, if any person who is an employee of CELEBRATION BANK , any other CELEBRATION BANK Group Member, CELEBRATION BANK Contracting Party or any CELEBRATION BANK Group Member but not a Transferring Employee claims that his contract of employment has automatically transferred from CELEBRATION BANK , any other CELEBRATION BANK Group Member, CELEBRATION BANK Contracting Party or any CELEBRATION BANK Group Member to the Supplier, Supplier Contracting Party or a Supplier Affiliate as a result of the Employment Regulations, the following process will apply:
     1. the Supplier will notify CELEBRATION BANK within fourteen (14) days of becoming aware of any such claim;
     2. within twenty-one (21) days of such notification CELEBRATION BANK or the relevant CELEBRATION BANK Group Member may offer employment to such person;
     3. if, at the end of the period set out in paragraph 2.2. above, no such offer of employment has been made or such offer has been made but not accepted, then the Supplier, Supplier Contracting Party or a relevant Supplier Affiliate may, having notified CELEBRATION BANK in writing, terminate the employment of such person giving due notice or by making a payment in lieu.
  3. Subject to the Supplier, Supplier Contracting Party and/or Supplier Affiliate complying fully with its obligations pursuant to the provisions of paragraph 2.2 above or acting in any other way as may be agreed between the parties, CELEBRATION BANK will indemnify the Supplier, Supplier Contracting Party and the Supplier Affiliate against all and any Employment Claims:
     1. arising out of the employment of the non-Transferring Employees and such termination of employment; and
     2. any failure to comply with the Trade Union and Labour Relations (Consolidation) Act 1992; and
     3. in respect of any non-Transferring Employee whose employment does not transfer pursuant to the Employment Regulations.
  4. The indemnity provided in paragraph 2.3 shall be limited in the following ways:
     1. it will cease to apply three (3) months after the Relevant Transfer Date if, by that date, no notification has been received by either CELEBRATION BANK or another relevant CELEBRATION BANK Group Member pursuant to paragraph 2.2.1 above of an actual or proposed claim under paragraph 2.2 above; and
     2. it will not apply to any liability which is created or increased by any deliberate act of the Supplier, Supplier Contracting Party or Supplier Affiliate with a view to creating or increasing any liability save for the Supplier, Supplier Contracting Party or Supplier Affiliate following the provisions of paragraph

2.2 above.

* 1. Subject to paragraphs 1.2, 1.3, 1.7, 2.1, and 2.3, the Supplier shall indemnify and keep CELEBRATION BANK and any other CELEBRATION BANK Group Member indemnified against each and every Employment Claim made against CELEBRATION BANK and any other CELEBRATION BANK Group Member arising out of or relating to any claim by any Supplier Employees (including any Transferring Employees) where the cause of the Employment Claim arises out of or in connection with:
     1. their employment, or its termination, on or after the Relevant Transfer Date;
     2. any failure by the Supplier, Supplier Contracting Party or Supplier Affiliate to comply with its legal obligations relating to the provision of information and consultation under the Employment Regulations (but excluding any failure which arises as a result of any act or omission of CELEBRATION BANK or any other CELEBRATION BANK Group Member);
     3. any change in the identity of the employer of all or any of the Transferring Employees where that change is to the material detriment of any or all of the Transferring Employees.
  2. In respect of the indemnities given in this Schedule:
     1. the indemnified party shall give written notice to the indemnifying party as soon as is practicable of the details of any claim or proceedings brought or threatened against it by a third party in respect of which a claim will or may be made under the relevant indemnity;
     2. the indemnifying party shall at its own expense have the exclusive right to defend, conduct and/or settle all claims and proceedings which may be brought

by a third party to the extent that such claims or proceedings may be covered by the relevant indemnity provided that the indemnifying party shall diligently use competent counsel, conduct claims and proceedings in such a way as not to bring the reputation or good name of the indemnified party into disrepute and consult with the indemnified party and shall at all times keep the indemnified party informed of all material matters; and

* + 1. the indemnified party shall at the indemnifying party's expense, provide all reasonable assistance and documentation required by the indemnifying party in connection with, and act as or be joined as defendant in, any claim or proceedings brought by a third party. The indemnifying party shall reimburse the indemnified party for all reasonable costs and expenses (including but not limited to legal costs and disbursements) incurred in providing such cooperation or arising as a result of the indemnifying party's failure to defend, conduct and/or settle such claims and proceedings.

## Core personnel information

* 1. At any time after notice has been given by either party to terminate the relevant Local Services Agreement, during the last 6 weeks of the term of the relevant Local Services Agreement or following receipt of written notice by CELEBRATION BANK that it is contemplating a transferring all or part of the Services from Supplier, Supplier Contracting Party, and/or Supplier Affiliate to a Successor Supplier, the Supplier shall, subject to any applicable legislation governing the use of personal data, within twenty-one (21) days of CELEBRATION BANK or any other CELEBRATION BANK Group Member's request for the same, provide to CELEBRATION BANK for itself or for any Successor Supplier, in respect of Supplier Employees wholly or mainly engaged by the Supplier, Supplier Contracting Party or Supplier Affiliate in the provision of the Services or part thereof (the **"Core Personnel"**), with:
     1. an anonymised list of Core Personnel including age, job title and length of service;
     2. all material terms and conditions of employment, including without limitation as to any bonus, commission, pensions, retirement, share options, incentive payments, insurance benefits and any enhanced redundancy terms,

(together **"Core Personnel Information"**).

* 1. Where the Supplier has provided Core Personnel Information, the Supplier shall:
     1. inform CELEBRATION BANK of any material change to the same;
     2. use reasonable endeavours to clarify any matter on which clarification is reasonably requested by CELEBRATION BANK or any CELEBRATION BANK Group Member; and
     3. use reasonable endeavours to co-operate with any other reasonable requests made by CELEBRATION BANK or any CELEBRATION BANK Group Member concerning the Core Personnel Information as soon as practicable and will use reasonable endeavours to do so within fourteen (14) days of any such change, discovery of new information, or receipt of such request.
  2. CELEBRATION BANK agrees that any Core Personnel Information provided to it, any CELEBRATION BANK Group Member or to any potential Successor Supplier pursuant to this paragraph shall be held by CELEBRATION BANK , any

CELEBRATION BANK Group Member and any potential Successor Supplier in confidence, and that it shall use reasonable endeavours to:

* + 1. restrict the disclosure of such Core Personnel Information to such employees of CELEBRATION BANK , any other CELEBRATION BANK Group Member, any potential Successor Supplier and their respective advisors as is necessary for the purposes of reasonable due diligence;
    2. ensure that such Core Personnel Information shall not be used for any other reason other than the proposed transfer to a Successor Supplier; and
    3. retain such Core Personnel Information for no longer than reasonably necessary,

provided that CELEBRATION BANK 's obligations under this paragraph 3 will be subject to any right or obligation to disclose any information imposed by law or by a court of competent jurisdiction or by any regulatory body or requirement.

## Change to a successor supplier, re-transfer provisions and termination and part termination of the services

* 1. The parties acknowledge that by operation of the Employment Regulations the contract of employment of each of the Re-Transferring Employees may subject to each Re-Transferring Employee's right to object to the transfer, have effect on and after the Relevant Re-Transfer Date as if originally made with the Successor Supplier.
  2. Supplier shall, subject to any applicable legislation governing the use of personal data, at least four (4) months before the Relevant Re-Transfer Date, in respect of Re-Transferring Employees provide CELEBRATION BANK , CELEBRATION BANK Contracting Party or any CELEBRATION BANK Group Member with:
     1. an anonymised list of Re-Transferring Employees including age, job title and length of service;
     2. all material terms and conditions of employment, including without limitation as to any bonus, commission, pensions, retirement, share options, incentive payments, insurance benefits and any enhanced redundancy terms,

(together **"Re-Transferring Employee Information"**), and such information shall be accurate in all material respects.

* 1. Where Supplier has provided Re-Transferring Employee Information, Supplier shall:
     1. inform CELEBRATION BANK , CELEBRATION BANK Contracting Party or any CELEBRATION BANK Group Member of any material change to the same (including, without limitation, notifying CELEBRATION BANK of any individuals who have ceased to be Re-Transferring Employees where they are redeployed to alternative roles by Supplier before the Relevant Re-Transfer Date or whose employment terminates for any reason prior to the Relevant Re- Transfer Date);
     2. use reasonable endeavours to clarify any matter on which clarification is reasonably requested by CELEBRATION BANK , CELEBRATION BANK Contracting Party or any CELEBRATION BANK Group Member; and
     3. use reasonable endeavours to co-operate with any other reasonable requests made by CELEBRATION BANK , CELEBRATION BANK Contracting Party or any CELEBRATION BANK Group Member concerning the Re-Transferring Employee Information as soon as practicable and will use reasonable endeavours to do so within fourteen (14) days of any such change, discovery of new information, or receipt of such request.
  2. CELEBRATION BANK , CELEBRATION BANK Contracting Party and any CELEBRATION BANK Group Member agree that any Re- Transferring Employee Information provided to it pursuant to this paragraph shall be held by them in confidence, and that it shall:
     1. restrict the disclosure of such Re-Transferring Employee Information to such employees of CELEBRATION BANK , CELEBRATION BANK Contracting Party or any CELEBRATION BANK Group Member and their respective advisors as is necessary for the purposes of reasonable due diligence;
     2. ensure that such Re-Transferring Employee Information shall not be used for any other reason other than the proposed transfer to Successor Supplier; and
     3. retain such Re-Transferring Employee Information for no longer than reasonably necessary,

provided that CELEBRATION BANK , CELEBRATION BANK Contracting Party or any CELEBRATION BANK Group Member's obligations under this paragraph 4.4 will be subject to any right or obligation to disclose any information imposed by law or by a court of competent jurisdiction or by any regulatory body or requirement.

* 1. Subject to Supplier complying with its obligations under paragraphs 4.2 and 4.3, no later than three (3) months prior to the Relevant Re-Transfer Date, CELEBRATION BANK shall confirm to Supplier in writing the following:
     1. that Successor Supplier proposes that, with effect from the Relevant Re- Transfer Date, the work done by the Re-Transferring Employees be carried out in a different country to the location in which the Re-Transferring Employees are employed prior to the Relevant Re-Transfer Date; and
     2. that as a consequence of which it proposes terminating the Re-Transferring Employees' contracts of employment on or immediately after the Relevant Re- Transfer Date by reason of Redundancy as no suitable alternative employment in the country where they are employed is available for them.
  2. CELEBRATION BANK shall, within ten (10) days of a written request, provide all other information reasonably requested by Supplier, Supplier Contracting Party or Supplier Affiliate in connection with such proposal in order to enable Supplier, Supplier Contracting Party or Supplier Affiliate to treat the Re-Transferring Employees fairly and to minimise the risk of unfair dismissal claims arising from any Re-Transferring Employee who is subsequently dismissed by Successor Supplier by reason of Redundancy.
  3. Subject to paragraph 5.1.3 below, all Employment Costs and liabilities in relation to salaries, wages and other emoluments, holiday entitlement and all contributions for which Supplier Contracting Party or Supplier Affiliate is liable as an employer in respect of any Re- Transferring Employee under any contractual or statutory obligation shall be the responsibility of Supplier, Supplier Contracting Party or Supplier Affiliate in respect of the period prior to the Relevant Re-Transfer Date and the responsibility of Successor Supplier in

respect of the period on and after the Relevant Re-Transfer Date and any accrued but untaken holiday shall be apportioned on a pro-rated basis.

## Indemnities

* 1. Supplier shall indemnify Successor Supplier and keep them indemnified against each and every Employment Claim made against Successor Supplier by or on behalf of any Re- Transferring Employee where the cause of the Employment Claim arises out of or in connection with:
     1. their employment, or its termination, before the Relevant Re-Transfer Date;
     2. any failure of Supplier, Supplier Contracting Party or Supplier Affiliate to comply with its legal obligations relating to the provision of information and consultation under the Employment Regulations and/or the Trade Union and Labour Relations (Consolidation) Act 1992; and
     3. subject to CELEBRATION BANK ’s compliance with paragraphs 4.5 and 4.6 and the information provided being accurate in all material respects, the termination of their employment by reason of Redundancy within fourteen (14) days of the Relevant Re-Transfer Date, together with their employment from the Relevant Re-Transfer Date to the date on which it terminates.
  2. Without prejudice to paragraph 5.1 above, if any person who is an employee of Supplier, Supplier Contracting Party or Supplier Affiliate but not a Re-Transferring Employee claims that his contract of employment has automatically transferred from Supplier, Supplier Contracting Party or Supplier Affiliate to Successor Supplier as a result of the Employment Regulations, the following process will apply:
     1. CELEBRATION BANK will notify Supplier within fourteen (14) days of becoming aware of any such claim;
     2. within twenty-one (21) days of such notification Supplier, Supplier Contracting Party or Supplier Affiliate may offer employment to such person; and
     3. if, at the end of the period set out in paragraph 5.2.2, no such offer of employment has been made or such offer has been made but not accepted, then Successor Supplier may, having notified Supplier in writing, terminate the employment of such person giving due notice or by making a payment in lieu.
  3. Subject to CELEBRATION BANK , CELEBRATION BANK Contracting Party and/or any CELEBRATION BANK Group Member complying fully with its obligations pursuant to the provisions of paragraph 5.2 above or acting in any other way as may be agreed between the parties, Supplier will indemnify Successor Supplier against all and any Employment Claims:
     1. arising out of the employment of the non Re-Transferring Employee and such termination of employment; and
     2. any failure to comply with the Trade Union and Labour Relations (Consolidation) Act 1992; and
     3. in respect of any non Re-Transferring Employee whose employment does not transfer pursuant to the Employment Regulations.
  4. The indemnity provided in paragraph 5.3 shall be limited in the following ways:
     1. it will cease to apply three (3) months after the Relevant Re-Transfer Date if, by that date, no notification has been received by either Supplier, Supplier Contracting Party or Supplier Affiliate pursuant to paragraph 5.2.1 above of an actual or proposed claim under paragraph 5.2 above; and
     2. it will not apply to any liability which is created or increased by any deliberate act of Successor Supplier with a view to creating or increasing any liability save for CELEBRATION BANK , CELEBRATION BANK Contracting Party or any CELEBRATION BANK Group Member following the provisions of paragraph 5.2 above.
  5. Subject to paragraphs 4.2, 4.3, 4.7, 5.1 and 5.3, CELEBRATION BANK shall indemnify and keep Supplier, Supplier Contracting Party or Supplier Affiliate indemnified against each and every Employment Claim made against the Supplier, Supplier Contracting Party or Supplier Affiliate arising out of or relating to any claim by any Successor Supplier employees (including any Re-Transferring Employees) where the cause of the Employment Claim arises out of or in connection with:
     1. their employment, or its termination, on or after the Relevant Re-Transfer Date;
     2. any failure by Successor Supplier to comply with its legal obligations relating to the provision of information and consultation under the Employment Regulations (but excluding any failure which arises as a result of any act or omission of Supplier, Supplier Contracting Party or Supplier Affiliate); and
     3. any change in the identity of the employer of all or any of the Re-Transferring Employees where that change is to the material detriment of any or all of the Re-Transferring Employees.
  6. In respect of the indemnities given in this Schedule:
     1. the indemnified party shall give written notice to the indemnifying party as soon as is practicable of the details of any claim or proceedings brought or threatened against it by a third party in respect of which a claim will or may be made under the relevant indemnity;
     2. the indemnifying party shall at its own expense have the exclusive right to defend, conduct and/or settle all claims and proceedings which may be brought by a third party to the extent that such claims or proceedings may be covered by the relevant indemnity provided that the indemnifying party shall diligently use competent counsel, conduct claims and proceedings in such a way as not to bring the reputation or good name of the indemnified party into disrepute and consult with the indemnified party and shall at all times keep the indemnified party informed of all material matters; and
     3. the indemnified party shall at the indemnifying party's expense, provide all reasonable assistance and documentation required by the indemnifying party in connection with, and act as or be joined as defendant in, any claim or proceedings brought by a third party. The indemnifying party shall reimburse the indemnified party for all reasonable costs and expenses (including but not limited to legal costs and disbursements) incurred in providing such cooperation or arising as a result of the indemnifying party's failure to defend, conduct and/or settle such claims and proceedings.
  7. CELEBRATION BANK agrees that, subject to paragraph 5.8 below, it will not, without the prior written consent of the Supplier, directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person during the term of the Global Services Agreement and Local Services Agreement(s) or for a period of twelve (12) months following the termination date or expiry date solicit or entice, or endeavour to solicit or entice, away from the Supplier, Supplier Contracting Party or Supplier Affiliate any person employed by the Supplier, Supplier Contracting Party or Supplier Affiliate. For the purposes of this paragraph 5.7 "solicit" or "entice" means the soliciting or enticing of such person with a view to engaging such person as an employee, director, sub contractor, consultant or independent contractor but will not apply in the case of any such person responding without enticement to a job advertisement which is capable of being responded to by members of the public (or sections thereof) generally.
  8. Notwithstanding paragraph 5.7 above, CELEBRATION BANK and /or Successor Supplier shall be entitled to offer contracts of employment to Core Personnel who are employed by the Supplier, Supplier Contracting Party or Supplier Affiliate at manager level or above to commence on termination or part termination (save for any termination arising from a breach of the relevant Local Services Agreement by CELEBRATION BANK , or any termination for convenience by CELEBRATION BANK ) and the Supplier shall waive any notice period and post-employment restrictive covenants which would otherwise prevent them from accepting such offers (save to the extent that to do so would prevent the Supplier from complying with its obligations under the relevant Local Services Agreement) and provided such offers are made to no more than 5% of the total number of Core Personnel at termination or part termination.

## SCHEDULE 9: GOVERNANCE

1. [NOT USED]

## OVERVIEW

* 1. This schedule sets out:
     1. the governance structure to apply to the operation of the Global Services Agreement and Local Services Agreement(s);
     2. the roles and responsibilities each party will fulfil with a view to supporting the governance structure;
     3. the type, mandate and meeting frequency of certain committees;
     4. the type, content and frequency of reports and management information; and
     5. the Key Personnel and related provisions.
  2. In addition to the requirements of this schedule 9 (*Governance*), the parties shall comply with the Transition Governance requirements as set out in schedule 15.

## SUPPLIER'S CONTRACT MANAGEMENT TEAM

* 1. The Supplier's contract management structure in respect of the overall Global Services Agreement and all Local Services Agreement(s) shall primarily comprise the following personnel to service the CELEBRATION BANK account:
     1. an Executive Sponsor, whole role shall be described in paragraph 3.5 below; and
     2. a Global Operations Leader, whose role shall be described in paragraph 3.6 below; and
     3. a Global Relationship Manager, whose role shall be described in paragraph 3.7 below;
     4. Global Service Delivery Leader whose role shall be described in paragraph 3.8 below; and
     5. Global Transition Leader, whose role shall be described in paragraph 3.9 below.

## (the "Executive and Account Management Team").

* 1. The Supplier shall appoint the persons to the roles described in paragraph 3.1, and shall, on an on-going basis, keep under review and, subject to paragraph 3.3 below, alter, as the requirements of the Services from time to time dictate, the composition of the Supplier's Executive and Account Management Team.
  2. The Supplier shall not reduce the size and scope of Supplier's Executive and Account Management Team without CELEBRATION BANK 's prior written approval.
  3. The Supplier shall ensure that the Executive and Account Management Team, along with its account management operations and other governance structures are in any event structured, staffed and provided with any support necessary so as to support the Supplier to achieve its obligations under this Global Services Agreement or any Local Services Agreement.
  4. Executive Sponsor
     1. The Supplier shall appoint an executive manager at a suitably senior level to have overall global responsibility for the delivery of the Services to CELEBRATION BANK in compliance with the Service Levels and overall management of the Global Services Agreement and all Local Services Agreements (**"Executive Sponsor"**). The Supplier shall ensure that the Executive Sponsor:
        1. has an understanding of CELEBRATION BANK 's strategy and business objectives, in order to provide appropriate support and guidance;
        2. participates in semi-annual and annual Governance meetings;
        3. has authority to sign Change requests made pursuant to the Change Control Procedure and other variations;
        4. has authority to agree any and all matters related to the Global Services Agreement and the Local Services Agreements; and
        5. relationship and stakeholder management at CXO level, including the CELEBRATION BANK Executive Committee members.
  5. Global Operations Leader
     1. The Supplier shall appoint a global operations leader at a suitably senior level to co-operate with CELEBRATION BANK and effectively co-ordinate the Supplier's global operation of the Global Services Agreement and all Local Services Agreement(s) (**"Global Operations Leader"**). The Supplier shall ensure that the Global Operations Leader:
        1. has the authority to make the necessary operational changes to ensure the Supplier's obligations are performed;
        2. has authority to deal with day to day management issues arising out of the performance of the Services;
        3. drives long term operations strategy and vision needed to ensure stable business performance and delivery;
        4. has overall responsibility for delivery of the Services to CELEBRATION BANK and overall management of the Global Services Agreement and Local Services Agreement(s);
        5. partners with CELEBRATION BANK Leadership team in understanding business strategies and goals;
        6. participates in Governance meetings and other strategic leadership level discussions;
        7. plays a critical role in building management depth by providing guidance and mentorship to all levels of leadership within the Supplier-CELEBRATION BANK organization structure;
        8. senior level stakeholder and relationship management;
        9. has a clear understanding of CELEBRATION BANK 's strategy and business objectives, in order to provide appropriate support and guidance; and
        10. works with CELEBRATION BANK 's contract management team to establish appropriate governance mechanisms.
     2. The Global Operations Leader will, when invited, attend the Procurement COO's Opco Meetings.
  6. Global Relationship Manager
     1. The Supplier shall appoint a global relationship manager at a suitably senior level to co-operate with CELEBRATION BANK and effectively co-ordinate the Supplier's global management of the Global Services Agreement and all Local Services Agreement(s) (**"Global Relationship Manager"**). The Supplier shall ensure that the Global Relationship Manager:
        1. understands CELEBRATION BANK strategy and vision and establishes the role the Supplier can play in achieving the desired outcomes;
        2. is the principal owner of the relationship and the main point of contact for all commercial and operational matters for CELEBRATION BANK ;
        3. has the authority for reaching commercial agreement on the part of the Supplier;
        4. participates in Governance meetings; and
        5. closely works with Global Operations Leaders and CELEBRATION BANK Leadership team in making strategic business level decisions, delivering in scope Services and driving continuous improvement and change.
     2. The Global Relationship Manager will, when invited, attend the Procurement COO's Opco Meetings.
  7. Global Service Delivery Lead
     1. The Supplier shall appoint Global Service Delivery Leads at a suitably senior level to co-operate with CELEBRATION BANK and effectively co-ordinate the Supplier's global management of the Global Services Agreement and all Local Services Agreement(s) (**"Global Service Delivery Lead"**). The Supplier shall ensure that the Global Service Delivery Lead:
        1. has overall responsibility for delivery of the Services for respective service lines to CELEBRATION BANK in compliance with the Service Levels, to CELEBRATION BANK and overall management of the Global Services Agreement and Local Services Agreement(s);
        2. has authority to deal with any issues arising at the meetings or in the general course of managing the Global Services Agreement and Local Services Agreement(s) and as part of the dispute process;
        3. has a clear understanding of CELEBRATION BANK 's strategy and business objectives, in order to provide appropriate support and guidance;
        4. lead & participate in Governance meetings; and
        5. provides support and guidance to the Supplier Operations team in all aspects of their work; and
        6. has responsibility for integration and consistency of Service across Service Delivery Centres.
  8. Global Transition Leader

The Supplier shall appoint a Global Transition Leader at a suitably senior level to co-operate with CELEBRATION BANK and effectively co-ordinate the delivery of Transition (**"Global Transition Leader"**). The Supplier shall ensure that the Global Transition Leader:

* + 1. has overall responsibility for project management and delivery of the Transition programme and its objectives;
    2. development and management of the Transition workplan and management of associated PMO;
    3. establish and mobilise a clear and effective cross functional program team to drive transformational change;
    4. management of the global and regional Transition teams during the Transition programme;
    5. performs effective CELEBRATION BANK stakeholder management;
    6. will implement and manage the defined internal and client-facing transition governance (Transition Governance overall and key go/no-go tollgate meetings);
    7. will establish, implement, monitor and control change readiness strategies for transition to steady-state Operations;
    8. will maintain the risk log and be the point of escalation for all Transition matters;
    9. apply Transition best practices and key learnings across the Transition programme.
  1. Global Programme Leader

The Supplier shall appoint a Global Programme Leader at a suitably senior level to co-operate with CELEBRATION BANK and have accountability for all change activities to drive the deal to steady state (**"Global Programme Leader"**). The Supplier shall ensure the Programme Leader:

* + 1. has overarching accountability for Tollgates, quality of delivery and continuous improvement during the global Transition Period;
    2. has responsibility for management of the programme plan for all activities including Transition, embedding the commercial model, ongoing solutioning and governance;
    3. performs stakeholder management of CELEBRATION BANK up to Executive level and ensures management of the Steering Committees and any other senior governance meetings;
    4. responsibility for overarching risk management through the global Transition Period;
    5. is responsible for financial management of the commercial relationship until it is embedded in steady state, working closely with the Global Relationship Manager;
    6. acts as a challenge/ QA point to service delivery and performance including KPIs and Key Metrics.
  1. CELEBRATION BANK shall be entitled to escalate and request that the Supplier changes its members of the Executive, Account Management Team or any of the Key Personnel on reasonable grounds and reasonable notice. The parties shall work together to promptly agree any changes to such membership and agree a timetable for the same.
  2. Without prejudice to paragraph 10 below, the Supplier shall use reasonable endeavours to provide CELEBRATION BANK with not less than sixty (60) days' written notice of any change to any member of its Executive and Account Management Team.
  3. The Supplier shall ensure that the outgoing members of the Executive and Account Management Team provides a full handover to the incoming member of the Executive and Account Management Team at no charge to CELEBRATION BANK or any CELEBRATION BANK Group Member (and without adverse impact to the provision of the Services to CELEBRATION BANK and the CELEBRATION BANK Group Members).

## Other appointments

* 1. In addition, the Supplier shall appoint suitably qualified persons to be responsible for day-to- day issues relating to the Services by Service Location, Service Line and function leads, each as set out in appendix 9A (Organisational Chart).
  2. The Supplier shall appoint a Transition Manager at a suitably senior level who shall manage the Transition in accordance with schedule 15 (*Transition*), including in particular the Transition Plan (**"Transition Manager"**).

## CELEBRATION BANK 'S CONTRACT MANAGEMENT

* 1. In order to manage the Global Services Agreement and all Local Services Agreements, CELEBRATION BANK shall appoint a contract manager who CELEBRATION BANK shall ensure:
     1. has overall responsibility for receipt of the Services from the Supplier;
     2. has authority to deal with any issues arising at the meetings and as part of the dispute process as detailed in Clause 28; and
     3. has authority to sign Change requests made pursuant to the Change Control Procedure and other variations pursuant to Clause 21,

(the **"Head of Procurement BPO"**).

* 1. CELEBRATION BANK shall also appoint the persons to be responsible for day-to-day issues relating to the Services regionally.
  2. If CELEBRATION BANK intends to fill CELEBRATION BANK roles referred to in paragraphs 4.1 and 4.2 with any Supplier Competitor employee, consultant or agent, the parties shall discuss reallocating the role responsibilities relating to interfacing with the Supplier to another CELEBRATION BANK representative.

## ESCALATION OF ISSUES

* 1. The following issues may be escalated to be discussed by the CELEBRATION BANK Executive Sponsor and the Supplier Executive Sponsor outside of the regular governance meetings:
     1. CELEBRATION BANK 's participation in the recovery of Wrongful Payments; and
     2. potential reasons outside of the Supplier's control that explain its Key Metrics and KPI scores.
  2. Any agreements reached in the discussions set out in paragraph 5.1 must be formally agreed via the Change Control Procedure.

## EXERCISE OF RIGHTS

* 1. Save as set out in paragraph 6.3 below, in respect of Reserved Termination Rights, nothing in this schedule shall prevent any CELEBRATION BANK Contracting Party from exercising any of its rights or remedies pursuant to its relevant Local Services Agreement, including the right to terminate the relevant Local Services Agreement.
  2. Where any CELEBRATION BANK Contracting Party has elected to exercise any of the Reserved Termination Rights (as set out in paragraph 6.3 below), the relevant CELEBRATION BANK Contracting Party shall on an expedited basis refer the matter to the Management Committee (which shall convene not less than five (5) Business Days from the date of such referral) for discussion between the relevant CELEBRATION BANK Executive Sponsor and Supplier Executive Sponsor to facilitate discussion at a senior level between the respective parties. However, any referral is merely consultative and neither any direction provided by the Executive Sponsors and/or failure to refer the matter to them, shall operate so as to prejudice the CELEBRATION BANK Contracting Party's right to exercise the Local Termination Rights in any way.
  3. The Reserved Termination Rights are :
     1. termination for convenience pursuant to Clause 23.2.1.1;
     2. termination for insolvency pursuant to Clause 23.2.1.2;
     3. termination for change of Controlling Interest pursuant to Clause 23.2.1.3;
     4. termination required by a regulatory body pursuant to Clause 23.2.1.4 ; or
     5. termination as set out in Clause 23.2.1.5, (**"Reserved Termination Rights"**).
  4. If the Supplier receives a notice of termination of any Local Services Agreement it shall immediately notify the Head of Procurement BPO.
  5. Any notice of termination relating to the Reserved Termination Rights shall be deemed to have been served on its date, notwithstanding any subsequent endorsement by the CELEBRATION BANK Executive Sponsor.

## MEETINGS AND REVIEWS AND INTERFACES

* 1. Global Meetings
     1. The following meetings shall be held at the frequency stated and the parties shall ensure that the relevant attendees attend:

|  |  |
| --- | --- |
| ***Executive Committee*** | |
| Membership | **CELEBRATION BANK :**   1. Chief Procurement Officer (optional) 2. Chief Operations Officer, Procurement. 3. Global Head of BPO.   **Supplier:**   1. Executive Sponsor 2. Global Operations Leader 3. Global Relationship Manager. |
| Responsibilities | 1. Review Supplier's overall performance. 2. Manage strategy, policies and the relationship. 3. Resolve any outstanding Disputes (including those unresolved by the Management Committee and the parties' Contract Executives, and other matters that they may refer). 4. Consider mid and long-term strategies for the Services and business impact initiatives. 5. During the Transition Period, review issues referred to the Executive Committee in respect of the Transition Services. 6. Such other matters as the parties desire. |

|  |  |
| --- | --- |
| ***Executive Committee*** | |
| Meetings | Semi-annually and upon CELEBRATION BANK 's request. |
| Quorum | At least two (2) attendees from each party. |

|  |  |
| --- | --- |
| ***Management Committee*** | |
| Membership | **CELEBRATION BANK :**   1. Chief Operations Officer, Procurement (optional) 2. Global Head of BPO. 3. Country Leads / HOPs. 4. Transition Leader (when applicable). 5. Head of S2C 6. Head of R2P   **Supplier:**   1. Global Operations Leader 2. Global Relationship Manager 3. Transition Leader (when applicable). 4. Op Sourcing & S2C Engine Lead. 5. AP, Req Mgt and PSD Lead. 6. Others by invitation of either party |
| Responsibilities | 1. Review performance reports. 2. Review NPS scores for Global and for individual countries 3. Root causes for NPS scores 4. Finalise NPS Survey Score awarded during the relevant Calendar Quarter 5. Oversight of operations and performance (including, without limitation, Service delivery, proposed and approved Changes, Projects, Service Levels (including incidents, faults, Service Credits, root cause analyses and corrective action). |

|  |  |
| --- | --- |
| ***Management Committee*** | |
|  | 1. Review invoices, budgets, trends and other financial questions. 2. Review and approve initiatives relating to continuous improvement and business impact and progress on Projects under implementation. 3. Approve any Change Requests. 4. Discuss potential new areas for collaboration. 5. Review and, when necessary, adjust working level procedures. 6. Review plans (including, among others, annual plans, the Disaster Recovery Plan, business continuity plans, test results and capacity plans). 7. Discuss and, if possible, resolve any outstanding Disputes referred to it by the parties' Contract Executives, the Operations Committee or its members. 8. Performance trends (including effectiveness of the Parties' collaboration and lessons learned). 9. Such other matters as the parties desire. 10. Implementation of the Continuous Improvement Plans. |
| Meetings | Calendar Quarterly and upon CELEBRATION BANK 's request. |
| Quorum | At least four (4) attendees from each party. |

* 1. Local

|  |  |
| --- | --- |
| ***Operations Committee (per In-Scope Country***) | |
| Membership | **CELEBRATION BANK :**   1. Applicable Country Lead / HOP 2. Regional Ops Leads (Optional) 3. GCMs (Optional) 4. Local Head of S2C |

|  |  |
| --- | --- |
| ***Operations Committee (per In-Scope Country***) | |
|  | 1. Local Head of R2P 2. Delegates from HR (optional).   **Supplier:**   1. Global Operations Leader (optional) 2. Global Relationship Manager (optional) 3. Op Sourcing & S2C Engine Lead 4. AP, Req Mgt and PSD Lead 5. Applicable Delivery Location Lead 6. Global CI Lead 7. Global Compliance Lead (Optional) 8. Global Training Lead (optional, must during Transition Period). 9. Global IT Lead (optional, must during Transition Period). 10. Global HR Lead (optional, must during Transition Period). |
| Responsibilities | 1. Review individual in-country performance 2. Review performance reports. 3. Day-to-day management of operations and performance (including, without limitation, Service delivery, proposed and approved Changes, Projects, Service Levels (including incidents, faults, Service Credits, root cause analyses and corrective action). 4. Review invoices, budgets, trends and other financial questions. 5. Review plans (including, among others, annual plans, Disaster Recovery Plan, business continuity plans, test results and capacity plans). 6. Discuss and, if possible, resolve any outstanding Disputes or Issues. 7. Discuss any continuous improvement and business impact ideas and opportunities. |

|  |  |
| --- | --- |
| ***Operations Committee (per In-Scope Country***) | |
|  | 8. Such other matters as the parties desire. |
| Meetings | Monthly and upon CELEBRATION BANK 's request. |
| Quorum | At least four (4) attendees from each party. |

* + 1. The parties shall agree a chairperson for each of the Committees during Transition.
    2. If any of the persons referred to in the table above are unable to attend a meeting, the relevant party may appoint a substitute provided that such substitute has at least the same or higher seniority and is authorised to deal with the items on the agenda at such meeting.

## REPORTING

* 1. In addition to any reports or information the Supplier is required to provide elsewhere under this Global Services Agreement and Local Services Agreements, the Supplier shall provide the following reports to CELEBRATION BANK :

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Report** | **Content** | **Frequency** | **Deadline** | **Format** |
| Key Metrics | As required in schedule 2 (*Outcomes, Service Levels and Service Credits*) | Monthly | Business Day 7 of month end | Online MI tool / Portal |
| KPI's | As required in schedule 2 (*Outcomes, Service Levels and Service Credits*) | Monthly | Business Day 7 of month end | Online MI tool / Portal |
| Operational MI | As required in schedule 2 (*Outcomes, Service Levels and Service Credits*) | Daily/Weekly  /Monthly | Dependant on type | Online MI tool / Portal |

* 1. The Supplier will circulate minutes of all meetings attended by CELEBRATION BANK within two (2) Business Days of the date of the meeting. CELEBRATION BANK shall provide any comments on those minutes and the Supplier shall amend and recirculate the minutes accordingly.
  2. The Supplier shall provide to CELEBRATION BANK such other information or reports relating to the Services as are reasonably requested by CELEBRATION BANK and the Supplier shall provide such information or reports not less than four (4) Business Days (or such longer period as agreed by the parties) prior to the relevant meeting or if not related to a meeting within four (4) Business Days of such request.

## MANAGEMENT INFORMATION

* 1. The Supplier will provide such information regarding the number and grades of FTE utilised in the provision of the Services, the spans of control and seniority mix as CELEBRATION BANK reasonably requests.
  2. The parties shall, acting reasonably, agree further management information requirements during Transition.

## KEY PERSONNEL

* 1. As at the GSA Effective Date, the Supplier's Key Personnel are:

|  |  |  |  |
| --- | --- | --- | --- |
| **Key Personnel Name** | **Key Personnel Role** | **Duration of Commitment from signature of the first Local Services Agreement** | **Service Location** |
| Puneet Chopra | Global Operations Leader | 2 years | India (Gurgaon) |
| Karen Knight | Global Relationship Manager | N/A | UK |
| Ajay Garg  Vaibhaw Dwivedi | Global Service delivery leaders | 2 years | India (Hyderabad) |
| Onboarding in progress | Regional Operations Leaders | 2 years | Respective supplier Ops delivery site |
| Vishal Sadar | Global Transition Leader | 2 years | UK |
| Devraj Tripathi | Regional Transition Leader | 2 years | India (Hyderabad) |
| Onboarding in progress | Programme Lead | 2 years | UK |

* 1. The Supplier will not unreasonably withhold its agreement to the appointment of additional Key Personnel.
  2. The Supplier shall obtain the prior written consent of CELEBRATION BANK before appointing any person to carry out the role or functions of any Key Personnel, such consent not be unreasonably withheld or delayed.
  3. The Supplier shall ensure that each of the Key Personnel devotes a sufficient amount of time and effort to the performance of the Services. The Supplier shall take all reasonable steps to

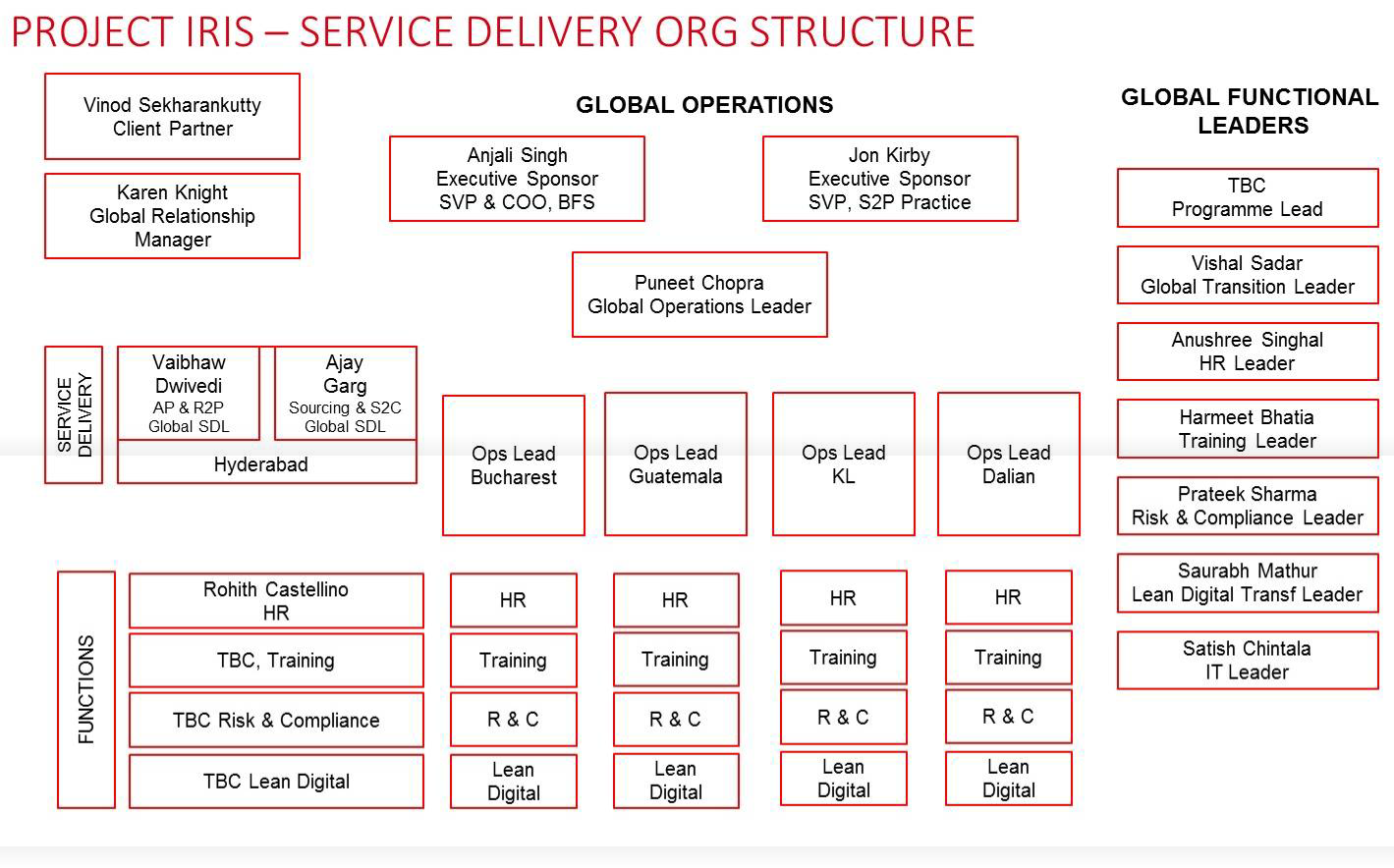
ensure it retains the services of its Key Personnel and shall not remove or change Key Personnel unless:

* + 1. any of the Key Personnel are on long term sick leave or leave the Supplier or any Supplier Affiliate's employment; or
    2. the Services for which the individual is designated as Key Personnel are completed, as is agreed by CELEBRATION BANK ; or
    3. CELEBRATION BANK gives its prior written approval.
  1. If the Supplier replaces the Key Personnel as a consequence of paragraph 10.4 above, the cost of effecting such replacement shall be borne by the Supplier. The Supplier shall use all reasonable endeavours to ensure that the role of any Key Personnel is not vacant for any longer than fourteen (14) days and that any replacement (temporary or permanent) shall be fully competent to carry out the tasks assigned to the Key Personnel which he or she has replaced within fourteen (14) days.
  2. Before assigning replacement Key Personnel, the Supplier shall:
     1. provide CELEBRATION BANK with a curriculum vitae and any other information about the individual as reasonably requested by CELEBRATION BANK ; and
     2. introduce the individual to CELEBRATION BANK and provide CELEBRATION BANK with an opportunity to interview the individual. CELEBRATION BANK will notify the Supplier within three (3) days after being introduced to that individual if it reasonably objects to the appointment of that individual as a member of the Key Personnel, together with its reasons for such objection.

## CLIENT REFERENCE

Where the Supplier is bidding for a project to provide similar services to the Services on a similar scale for an organisation similar to CELEBRATION BANK , it shall be required to include CELEBRATION BANK as a client referee by reference to this Global Services Agreement, the Local Services Agreements and the Services provided hereunder and shall notify CELEBRATION BANK accordingly. Where CELEBRATION BANK agrees to be included, CELEBRATION BANK shall provide a reference when contacted by the relevant third party. Notwithstanding the foregoing, CELEBRATION BANK shall have the right not to be included on request and to decline to provide a reference if contacted by a third party in connection with a Supplier project.

## APPENDIX 9A: ORGANISATION CHART



**SCHEDULE 10:** **EXIT PLANNING, MANAGEMENT AND IMPLEMENTATION**

**Part 1: Exit Assistance**

1. [Not Used]

## Objectives

* 1. The purpose of Termination Assistance is:
     1. to enable the Supplier and any Sub Contractors to cease providing the Services or part of the Services which are to be terminated or which have expired (the **"Terminated Services"**) and for a Successor Supplier to undertake replacement services from the end of the relevant Termination Assistance Period (**"Replacement Services"**); and
     2. to the extent reasonably possible, to eliminate or minimise any disruption or deterioration of the Services or failure to achieve the Service Levels, during and as a result of the handover from the Supplier or any Sub Contractor of the Terminated Services and the commencement of the Replacement Services.
  2. Without prejudice to the remainder of this schedule, the Supplier commits to provide all such assistance and information as may be reasonably required by CELEBRATION BANK and/or a Successor Supplier in order to achieve the objectives set out above including permitting and facilitating access to Supplier premises.
  3. Where this schedule 10 (*Exit Planning, Management and Implementation*) requires the Supplier to submit a proposed Exit Plan to CELEBRATION BANK for approval, such approval shall not be unreasonably withheld or delayed.
  4. The information to be disclosed to any actual or potential Successor Supplier in accordance with this schedule 10 (*Exit Planning, Management and Implementation*) may only be disclosed to the extent that such disclosure is necessary for the provision of Termination Assistance and subject to the following:
     1. neither the Supplier nor any Sub Contractor shall be required to disclose any Confidential Information relating to its prices or costs; and
     2. any actual or potential Successor Supplier access to the Supplier's Confidential Information will be subject to clause 7 (*Confidential Information*).

## Termination Planning

* 1. As one of the Transition Deliverables to be delivered by the first Tollgate 3 (KT) Date (Service Commencement date), the Supplier will develop a generic plan for the provision of Termination Assistance and the steps to be taken upon termination of the Services that is applicable to all Local Services Agreements (the **"General Exit Plan"**) and that separately and individually identifies the plan(s) for the provision of Termination Assistance in relation to the Local Services Agreement(s) to which that first Tollgate 3 (KT) Date (Service Commencement date) relates. The Supplier shall submit the same for approval by CELEBRATION BANK , with the aim that the General Exit Plan will enable the Supplier, any relevant Sub Contractor and any Successor Supplier to meet the objectives set out in paragraph 2 above.
  2. The Exit Plan will be broken down by In-Scope Country and by Service Line and identify how the Termination Assistance would be provided in respect of each In-Scope Country and Service Line.
  3. Thereafter, in relation to the Deliverables required for each subsequent Tollgate 3 (KT) Date (Service Commencement date), the Supplier shall generate a version of the General Exit Plan that is specific to the Local Services Agreement (the **"LSA Exit Plan"**). The element of the General Exit Plan that identifies the plan(s) for the provision of Termination Assistance in relation to the Local Services Agreement(s) to which that first Tollgate 3 (KT) Date (Service Commencement date) relates shall be separated in to a LSA Exit Plan applicable to the relevant Local Services Agreements.
  4. Any references in this schedule 10 (*Exit Planning, Management and Implementation*) shall be a reference to both the General Exit Plan and the LSA Exit Plans.
  5. The Supplier and CELEBRATION BANK will use Best Endeavours to agree the contents of the Exit Plan (or, as the case may be, any updated Exit Plan under paragraph 3.6.3 of this schedule 10 (*Exit Planning, Management and Implementation*) within thirty (30) Business Days after the submission of the Exit Plan by the Supplier to CELEBRATION BANK . If the Supplier and CELEBRATION BANK are unable to agree the contents of the Exit Plan within the thirty (30) Business Day period, or such later date as the parties may agree in writing, then the parties shall refer the plan to Head of Procurement BPO and Global Operations Leader for resolution. If they are unable to resolve the dispute, the Supplier will make such amendments to the Exit Plan and shall only be entitled to refuse to implement CELEBRATION BANK 's required changes where the proposed change is technically infeasible or would, if performed, put the Supplier in breach of laws or where the implementation of CELEBRATION BANK 's required changes (as part of the Termination Assistance) involve the Supplier bearing significant costs, provided those costs were notified to CELEBRATION BANK at the time of CELEBRATION BANK requiring the amendment to the Exit Plan.
  6. The Supplier will:
     1. keep the Exit Plan under regular review and maintain and update the Exit Plan regularly (meaning no less frequently than once each Contract Year) throughout the Term and each LSA Term and, for the avoidance of doubt, all Termination Assistance Periods;
     2. update the Exit Plan if at any time an amendment to it is required in order to reflect any Change or any other change to the Global Services Agreement and Local Services Agreement(s), the Services or any other relevant matters that have occurred since agreement of the last Exit Plan;
     3. following each update to the Exit Plan, submit the revised Exit Plan to CELEBRATION BANK for review and approval in accordance with paragraph 3.3 of this schedule 10 (*Exit Planning, Management and Implementation*);
     4. ensure that it is at all times able to implement the most recent iteration of the Exit Plan;
     5. co-operate and procure that each Sub Contractor co-operates with CELEBRATION BANK and any Successor Supplier to facilitate the smooth migration of the Terminated Services from the Supplier or any Sub Contractor to a Successor Supplier;
     6. promptly and save as provided in paragraph 2.4 above, fully answer all questions about a Service or the Services and its provision of the Service(s)

which CELEBRATION BANK , any CELEBRATION BANK Group Member or any Successor Supplier may ask, for the purpose of understanding properly how the Service(s) were provided or for the purposes of any Successor Supplier carrying out due diligence;

* + 1. ensure the Terminated Services are transferred to each Successor Supplier in a professional, timely and orderly manner, and otherwise in accordance with Good Industry Practice, and to the extent reasonably possible, with the minimum of disruption to the business of CELEBRATION BANK or any CELEBRATION BANK Group Member;
    2. provide Termination Assistance in accordance with the requirements of the Exit Plan and if a standard of performance is not stated in the Exit Plan, in accordance with Good Industry Practice;
    3. provide all information and assistance reasonably necessary to effect the termination of the Terminated Services in accordance with the Exit Plan and the provisions of the Global Services Agreement and Local Services Agreement(s); and
    4. jointly review and verify the Exit Plan if required by CELEBRATION BANK and promptly correct any identified failures.
  1. The Exit Plan shall, amongst other things:
     1. provide details of the Supplier's functions and other resources that will provide Termination Assistance as agreed between the parties;
     2. set out the management structure to be put in place and employed during all Termination Assistance Periods;
     3. provide a list of all information, documentation or assistance required in connection with the implementation of the Exit Plan and identify who is to provide such information, documentation or assistance and when it is to be provided;
     4. provide details of all training and other procedures that will be required in order to effect an effective knowledge transfer from the Supplier and any Sub Contractor to any Successor Supplier;
     5. be designed to address all the issues set out in this schedule 10 (*Exit Planning, Management and Implementation*); and
     6. provide a timetable, Exit Milestones, generic timings and process for the transition of the Terminated Services and the responsibilities of CELEBRATION BANK and the Supplier and specify critical controls for providing the Termination Assistance.
  2. If the terms of an Exit Plan are incomplete, unclear or ambiguous, they shall be interpreted and construed by reference to this schedule 10 (*Exit Planning, Management and Implementation*).
  3. Until such time as the parties develop and agree an Exit Plan in accordance with the provisions of this schedule 10 (*Exit Planning, Management and Implementation*) the Supplier acknowledges that it is obliged to provide and perform the obligations set out in the "Initial Exit Plan" based on the template set out in part 2 of this schedule 10 (*Exit Planning,*

*Management and Implementation*) following the termination or expiration of the Global Services Agreement and/or Local Services Agreement(s) for any reason.

* 1. Until the agreement of any updated Exit Plan pursuant to paragraph 3.6.3 of this schedule 10 (*Exit Planning, Management and Implementation*), the Supplier will provide Termination Assistance to CELEBRATION BANK and any Successor Supplier in accordance with the last-approved version of the Exit Plan (insofar as this still applies).
  2. Within five (5) Business Days after service of any notice to terminate a Service or the Global Services Agreement and/or Local Services Agreement(s) or and in any event, no later than 6 months prior to the expiry of the Global Services Agreement and/or a Local Services Agreement, the Supplier will update the Exit Plan into a form that could be implemented immediately and submit that Exit Plan to CELEBRATION BANK for review and approval. The Supplier and CELEBRATION BANK will use Best Endeavours to agree the contents of such Exit Plan within five (5) Business Days after the submission of the Exit Plan by the Supplier to CELEBRATION BANK . If the Supplier and CELEBRATION BANK are unable to agree the contents of the Exit Plan within the five (5) Business Day period, or such later date as the parties may agree in writing, then the parties shall refer the plan to Head of Procurement BPO and Global Operations Leader for resolution. If they are unable to resolve the dispute, the Supplier will make such amendments to the Exit Plan and shall only be entitled to refuse to implement CELEBRATION BANK 's required changes where the proposed change is technically infeasible or would, if performed, put the Supplier in breach of laws or where the implementation of CELEBRATION BANK 's required changes (as part of the Termination Assistance) involve the Supplier bearing significant costs, provided those costs were notified to CELEBRATION BANK at the time of CELEBRATION BANK requiring the amendment to the Exit Plan.
  3. The Supplier shall achieve each Exit Milestone by the relevant Exit Milestone Date, subject only to clause 26 (*Relief Notice*) of the Global Services Agreement and any failure by a Successor Supplier to perform its responsibilities as set out in the Exit Plan or as otherwise reasonably required for the Exit Milestone to be achieved shall be included in the definition of Relief Event for the purposes of clause 26 (*Relief Notice*).

## Continuation Services

* 1. Commencing at the start of each Termination Assistance Period, the Supplier will comply with any CELEBRATION BANK request to provide Continuation Services. CELEBRATION BANK will identify which of the Continuation Services are to continue during the relevant Termination Assistance Period and which are to be ceased within such shorter period as CELEBRATION BANK may specify.
  2. Following service of a notice to terminate and in any event in the period that is six (6) months prior to the expected expiry date of a Local Services Agreement, the Supplier will not reduce Supplier Personnel levels in respect of the Continuation Services without CELEBRATION BANK 's prior written consent except as otherwise permitted by the Exit Plan.
  3. The Supplier shall continue to be paid for the provision of the Continuation Services by way of the Service Management Charges and the Base Charges in respect of the actual number of FTE providing the Continuation Services, together with any applicable agreed third party costs, in accordance with the provisions of schedule 3 (*Charges and Payments*).

## Further Tenders

Whether before or during the relevant Termination Assistance Period(s), the Supplier will assist with providing applicable information to any potential Successor Supplier for use in any tender process conducted for the provision of the Replacement Services upon request by CELEBRATION BANK (such request to be reasonable in respect of the breadth of information to be provided

by the Supplier and the frequency at which the request is made) which may include for the avoidance of doubt historic performance against the Outcomes, Key Metrics, KPIs, staffing levels and full details of all CELEBRATION BANK assets and applications in the Supplier's control or possession which may be subject to the Service provided hereunder.

## Equipment

* 1. The Supplier will arrange for:
     1. the removal of any equipment, material and documentation owned or leased by the Supplier which is located at CELEBRATION BANK Premises, at Supplier's cost; and
     2. if requested by CELEBRATION BANK , and without prejudice to obligations to return CELEBRATION BANK Data and Confidential Information set out in clause 24.1, delivery and installation (to such location as reasonably specified by CELEBRATION BANK ) of any equipment, material and documentation owned or leased by CELEBRATION BANK which is in the Supplier's or the Sub Contractors' possession or control, at CELEBRATION BANK 's cost.
  2. CELEBRATION BANK or any CELEBRATION BANK Group Member will have the option to purchase any assets owned by the Supplier or which are within their control and which have been predominantly or exclusively used in the provision of the Services unless for CELEBRATION BANK to purchase such assets would put the Supplier in breach of Applicable Law. As part of the Exit Plan, the Supplier will promptly provide any Successor Supplier with a list of such assets, together with such accompanying information as may be relevant or as CELEBRATION BANK or any CELEBRATION BANK Group Member may reasonably require. If CELEBRATION BANK or any CELEBRATION BANK Group Member elects to purchase some or all of such assets, they may serve notice(s) upon the Supplier identifying which assets they wish to purchase and the Supplier will promptly do all such things as may be reasonably required to assign title in such assets to CELEBRATION BANK or the relevant CELEBRATION BANK Group Member. The amount payable by CELEBRATION BANK or the CELEBRATION BANK Group Member for such assets shall be agreed between the parties and if not agreed shall be the assets net book value, which if not agreed shall be determined by an expert appointed by the President of the ICAEW.
  3. If the Supplier leaves any equipment or material on CELEBRATION BANK or a CELEBRATION BANK Group Member's premises after the expiry or termination of a Service or the Global Services Agreement and/or Local Services Agreement(s), then, provided CELEBRATION BANK gives the Supplier prior written notice allowing the Supplier reasonable time to collect such equipment or material CELEBRATION BANK and the Supplier fails to do so within such time period set by CELEBRATION BANK , such equipment will be deemed to have been abandoned and the relevant CELEBRATION BANK Group Member may deal and/or dispose of it, as CELEBRATION BANK or the relevant CELEBRATION BANK Group Member sees fit and the Supplier shall reimburse CELEBRATION BANK or the relevant CELEBRATION BANK Group Member any costs it reasonably incurs in doing so.

## Data and Materials

If and to the extent set out in the Exit Plan, the Supplier will assist CELEBRATION BANK , the CELEBRATION BANK Group Members and/or any Successor Supplier in transporting and loading any CELEBRATION BANK Data which is in the Supplier's possession or control and in a format agreed by the parties on any new or existing platform to be utilised by the Successor Supplier.

## Knowledge Transfer

Subject to the provisions of clause 7 (*Confidential Information*), the Supplier will provide for the transfer of necessary knowledge reasonably required for the provision of the Services or services equivalent to them, which may, as appropriate include information, records and documents. To facilitate the transfer of knowledge from the Supplier to a Successor Supplier,

to CELEBRATION BANK or any CELEBRATION BANK Group Member or to such other third parties as CELEBRATION BANK or any CELEBRATION BANK Group Member may, at their absolute discretion, appoint, the Supplier will explain the relevant procedures and operations to designated Successor Supplier personnel as reasonably required for the provision of the Services or services equivalent to them.

## Operational Transition

* 1. The Supplier will perform the activities identified in the Exit Plan to effect a smooth transfer of operational responsibilities for the Replacement Services, including the following, save as may be otherwise set out in the Exit Plan:
     1. documenting and delivering the Procedures Manual, Standard Operating Procedures, equipment and material used to provide the Services;
     2. providing work volumes, staffing requirements, actual performance levels against KPIs, Key Metrics and Outcomes, information on historical performance for each service component, over the preceding twelve (12) months (or such shorter period during which the Services may actually have been provided);
     3. with respect to work in progress as at the end of the relevant Termination Assistance Period, documenting the current status, stabilising for continuity during transition, and providing any required training to achieve transfer of responsibility without loss of momentum or adverse impact on project timetables;
     4. providing supply chain data including details of active suppliers and sub- contractors and their activities;
     5. providing for transfer to CELEBRATION BANK , each CELEBRATION BANK Group Member and each Successor Supplier of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents;
     6. analysing and providing information about capacity and performance requirements, and known planned requirements for capacity growth;
     7. transferring all training material and providing appropriate training to those staff of CELEBRATION BANK , any CELEBRATION BANK Group Member and/or Successor Supplier responsible for internal training in connection with the provision of the Replacement Services;
     8. answering all reasonable questions from CELEBRATION BANK , each CELEBRATION BANK Group Member and each Successor Supplier regarding the Services;
     9. subject to paragraph 2.4, providing financial information relating to the Services required by CELEBRATION BANK and which CELEBRATION BANK or any CELEBRATION BANK Group Member is entitled to receive or request pursuant to clause 14 (*Audit Rights and Records*) of the Global Services Agreement and/or Local Services Agreement(s); and
     10. providing information and raw data for reports, as reasonably required by CELEBRATION BANK .

## Obligations During the Term

* 1. During the Term and each LSA Term, and without prejudice to the Supplier's obligations regarding the Procedures Manual, the Supplier will:
     1. promptly create (no later than three (3) months from the GSA Effective Date) and regularly update and maintain (so that it is not out of date) a register of all Sub-Contracts and other agreements required to perform the Services; and
     2. promptly create (no later than three (3) months from the GSA Effective Date provided that the technical infrastructure is agreed by such date) and regularly update maintain a database setting out the Supplier's technical infrastructure through which the Services are delivered. Such database must be capable of allowing staff of CELEBRATION BANK , any CELEBRATION BANK Group Member or any Successor Supplier to acquire sufficient technical understanding of how the Supplier provide the Services to ensure the smooth transition of the Terminated Services with the minimum of disruption.
  2. The parties will agree the format of such registers as part of the process of agreeing the first Exit Plan pursuant to paragraph 3.3 of this schedule 10 (*Exit Planning, Management and Implementation*).
  3. At the same time that the Supplier submits a revised or updated Exit Plan under paragraph 3.6.3 of this schedule 10 (*Exit Planning, Management and Implementation*), it will also submit to CELEBRATION BANK up-to-date registers.

## No changes

* 1. From the date of service by either party of any notice to terminate the Global Services Agreement and/or Local Services Agreement(s) and during each Termination Assistance Period, the Supplier will not:
     1. renegotiate, extend, terminate, vary in any material respect, assign, novate or otherwise alter in any way any relevant Transferable Contract or Digital Tool; or
     2. change any method of the Services provision or any of the assets, materials, resources, systems (including hardware and software) and other equipment or processers that are used to perform the Terminated Services,

without CELEBRATION BANK 's prior written consent, such consent not to be unreasonably withheld or delayed.

## Supplier Performance

* 1. The Supplier will be responsible for the performance and management of all activities (with the exception of those identified in this schedule 10 (*Exit Planning, Management and Implementation*) and the Exit Plan as CELEBRATION BANK , any CELEBRATION BANK Group Member or any Successor Supplier tasks and activities) set out in the Exit Plan and will:
     1. perform such tasks and activities in accordance with the terms of the Global Services Agreement and Local Services Agreement(s) and Good Industry Practice;
     2. keep such tasks and activities to any timetable agreed by the parties or otherwise set out in the Exit Plan and ensure that CELEBRATION BANK is kept informed of any likely delay;
     3. identify and resolve any problems encountered with any of the Supplier's tasks and activities;
     4. reasonably assist CELEBRATION BANK , any CELEBRATION BANK Group Member and any Successor Supplier in the resolution of any problems encountered with those tasks or activities for which they are identified as being responsible in the Exit Plan; and
     5. undertake any further tasks and activities that are necessary to ensure the successful transition of the Terminated Services.
  2. The Supplier will at all times make available sufficient numbers of suitably skilled and experienced personnel as are necessary to ensure that the Supplier complies in full with its obligations pursuant to this schedule 10 (*Exit Planning, Management and Implementation*) and the Exit Plan.

## Transfer of Contracts

* 1. As soon as practicable following service of each notice to terminate the Global Services Agreement and/or Local Services Agreement(s), CELEBRATION BANK will notify the Supplier which Transferable Contracts CELEBRATION BANK requires to be transferred to a Successor Supplier (**"Transferring Contracts"**) and will notify the Supplier of any other licences of Software required by a Successor Supplier in order for the Successor Supplier to provide the Replacement Services by the date of expiry or termination of the Global Services Agreement and/or relevant Local Services Agreement(s), as applicable. At the request of CELEBRATION BANK , the Supplier will provide such reasonable assistance as may be necessary to help CELEBRATION BANK , any CELEBRATION BANK Group Member or any Successor Supplier to identify which licences of the Software and which Transferable Contracts are required for the continued provision of the Services and the provision of the Replacement Services.
  2. Where the Supplier is notified in accordance with paragraph 13.1 of this schedule 10 (*Exit Planning, Management and Implementation*) that CELEBRATION BANK , any CELEBRATION BANK Group Member or any Successor Supplier requires continued use of any of the licences of Software used by the Supplier or any relevant Sub Contractor in the provision of the Services, the Supplier will use Best Endeavours to procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by CELEBRATION BANK ) for CELEBRATION BANK , the relevant CELEBRATION BANK Group Member or the relevant Successor Supplier to use such software (with a right of sub licence or assignment on the same terms) and if such grant is not achievable, will assist CELEBRATION BANK in sourcing an alternative to such Software.
  3. The Supplier will, at CELEBRATION BANK 's request, use Best Endeavours to procure the novation to CELEBRATION BANK , any CELEBRATION BANK Group Member or the relevant Successor Supplier (at the direction of CELEBRATION BANK ) of each of the Transferring Contracts.
  4. CELEBRATION BANK will notify the Supplier of any obligation under any Transferring Contract which has been or will be novated or assigned under this paragraph 13 which it is unable to carry out or perform without the assistance of the Supplier. The Supplier will provide all reasonable assistance to CELEBRATION BANK to enable it to comply with such obligations.

## Charges

* 1. CELEBRATION BANK shall be liable for the charges of Termination Assistance in accordance with schedule 3 (*Charges and Payments*), however the costs of the development and agreement of each Exit Plan will be borne by the Supplier and the Supplier agrees that it will not separately charge for such costs and expenses (whether directly or indirectly) to CELEBRATION BANK , any CELEBRATION BANK Group Member or any Successor Supplier.

## Part 2: Initial Exit Plan

1. **Introduction**
   1. This Exit Plan is intended to capture all of the activities that need to be performed by CELEBRATION BANK and or any CELEBRATION BANK Group Member and the Supplier in order to comply with the respective obligations of each party, in connection with the expiry or termination(s) of a Service or the Global Services Agreement and/or Local Services Agreement(s), that are detailed in the Global Services Agreement and Local Services Agreement(s).
   2. The Supplier will provide CELEBRATION BANK , any CELEBRATION BANK Group Member and/or any other Successor Supplier with the following, each as set out in this Exit Plan or as required by schedule 10 (*Exit Planning, Management and Implementation*):
      1. knowledge transfer services;
      2. all process documentation relating to the provision of the Services; and
      3. machine readable and hardcopies of all templates (including for all letter and statement types) and other material relating to the provision of the Services.

## Nominated Lead Representatives

The designated lead representatives of each party having responsibility to make commitments on behalf of their respective organisation in respect of exit related matters are:

The Supplier: Global Service Delivery Lead – Ajay Garg as at the GSA Effective Date CELEBRATION BANK : Head of S2C and R2P as at the GSA Effective Date

## Exit Workstreams

Termination Assistance will be managed and implemented via a set of workstreams. The following list of workstreams are the initial list. These may be amended from time to time as agreed by CELEBRATION BANK and the Supplier.

* 1. HR Workstream

This workstream manages the resource plan activities required to effect a smooth transfer of staff from the Supplier (and any Sub Contractors) to a Successor Supplier, where applicable. The activities are designed to provide the information and access required in order that the assuming organisation is able to effect the transfer of the relevant Supplier Personnel subject to relevant employment legislation. The Supplier shall provide the information relating to Supplier Personnel as set out in schedule 8 (*Personnel*) and any other additional informational reasonably required by CELEBRATION BANK and at such times in order to effect an operational transfer of the Services to a Successor Supplier.

Exit Milestones:

|  |  |  |  |
| --- | --- | --- | --- |
| Exit Milestone/Deliverable | Responsibility | Timetable | Narrative |
|  |  |  |  |

Project leaders and other resource allocated to the workstream:

|  |  |
| --- | --- |
| Role | Name/Title |
| CELEBRATION BANK Workstream Leader |  |
| The Supplier Workstream Leader |  |
| Other roles |  |

## Communications Workstream

The communications workstream identifies the key stakeholders requiring communication during the relevant Termination Assistance Period and develops, agrees and executes a communication exercise that will fully brief the stakeholders on the relevant exit plan progress and content as deemed appropriate by CELEBRATION BANK and the Supplier. The list of activities to be considered within this workstream will include (but not necessarily be limited to) the following:

* + 1. supporting any reasonable requirements in respect of CELEBRATION BANK 's or any CELEBRATION BANK Group Member's internal publications;
    2. supporting any reasonable requirements in respect of the Supplier's internal publications to its staff;
    3. communications plan for the transferring staff; and
    4. press releases. Exit Milestones:

|  |  |  |  |
| --- | --- | --- | --- |
| Exit Milestone/Deliverable | Responsibility | Timetable | Narrative |
|  |  |  |  |
|  |  |  |  |

Project leaders and other resource allocated to the workstreams:

|  |  |
| --- | --- |
| Role | Name/Title |
| CELEBRATION BANK Workstream Leader |  |
| The Supplier Workstream Leader |  |
| Other roles |  |

## Service/Knowledge Workstream

This workstream provides information about the scope and operation of the supply of the Services to enable the transfer of operational responsibility for the supply of the Services from the Supplier to a Successor Supplier. It includes appropriate briefings to CELEBRATION BANK , any CELEBRATION BANK Group Member or a Successor Supplier on the details of the current supply of the Services to allow a Successor Supplier to provide continuity of service. It will also cover the arrangements for support to CELEBRATION BANK 's, any CELEBRATION BANK Group Member's or a Successor Supplier's due diligence process, as appropriate. The list of activities to be considered within this workstream will include (but not necessarily be limited to) the following:

* + 1. top level description of the supply of the Services;
    2. description of scope of the supply of the Services;
    3. status of in-progress projects;
    4. in respect of any partial termination, a revised description of the scope of the supply of the Services remaining with the Supplier;
    5. Services orders for in-progress projects (continuing after expiry/termination);
    6. information about Services order processes;
    7. base documentation; and
    8. Service management information (measurements, logs, records etc.). Exit Milestones:

|  |  |  |  |
| --- | --- | --- | --- |
| Exit Milestone/Deliverable | Responsibility | Timetable | Narrative |
|  |  |  |  |
|  |  |  |  |

Project leaders and other resource allocated to the workstream:

|  |  |
| --- | --- |
| Role | Name/Title |
| CELEBRATION BANK Workstream Leader |  |
| Supplier Workstream Leader |  |
| Other roles |  |

## Transferable Contracts Workstream

This workstream is responsible for the transfer arrangements of Transferable Contracts from the Supplier to CELEBRATION BANK , any CELEBRATION BANK Group Member or a Successor Supplier. The list of activities to be considered within this workstream will include (but not necessarily be limited to) the following:

* + 1. assignment or transfer of Transferable Contracts;
    2. settlement of any prepayment or accruals up to the end of the relevant exit period with respect to Transferable Contracts;
    3. notification to third parties of any relevant changes in the management or operation of the relevant contract, to the extent that this is needed to comply with a Transferable Contract;
    4. obtaining any necessary consents for CELEBRATION BANK , any CELEBRATION BANK Group Member or a Successor Supplier to review the relevant Transferable Contracts; and
    5. arrangements in respect of terminating the Supplier's rights to use Transferable Contracts (where such rights are provided through CELEBRATION BANK or any CELEBRATION BANK Group Member)

Exit Milestones:

|  |  |  |  |
| --- | --- | --- | --- |
| Exit Milestone/Deliverable | Responsibility | Timetable | Narrative |
|  |  |  |  |
|  |  |  |  |

Project leaders and other resource allocated to the workstream:

|  |  |
| --- | --- |
| Role | Name/Title |
| CELEBRATION BANK Workstream Leader |  |
| The Supplier Workstream Leader |  |

## Technical Environment Workstream

This workstream will provide CELEBRATION BANK and the CELEBRATION BANK Group Members with technical platforms required in support of the supply of the Services and transfer of CELEBRATION BANK Data not stored on CELEBRATION BANK Systems (including the format in which the data will be provided to CELEBRATION BANK , any CELEBRATION BANK Group Member or a Successor Supplier). This workstream will also cover the transfer of equipment, software and hardware (if any) from the Supplier to CELEBRATION BANK , any CELEBRATION BANK Group Member or a Successor Supplier. The list of activities to be considered within this workstream will include (but not necessarily be limited to) the following:

* + 1. provision of lists of equipment, software and hardware used in the supply of the Services;
    2. full inventory of all components as managed by the Supplier;
    3. list of the locations at which equipment, software and hardware are located;
    4. identification of any equipment, software or hardware predominantly or exclusively used in the supply of the Services which are not transferable to CELEBRATION BANK , any CELEBRATION BANK Group Member or a Successor Supplier; and
    5. plan for handover.

Exit Milestones:

|  |  |  |  |
| --- | --- | --- | --- |
| Exit Milestone/Deliverable | Responsibility | Timetable | Narrative |
|  |  |  |  |
|  |  |  |  |

Project leaders and other resource allocated to the workstream:

|  |  |
| --- | --- |
| Role | Name/Title |
| CELEBRATION BANK Workstream Leader |  |
| The Supplier Workstream Leader |  |
| Other roles |  |

## Management System Workstream

The aim of this workstream is to provide information, where reasonably required, to allow CELEBRATION BANK , any CELEBRATION BANK Group Member or a Successor Supplier to provide continuity of management of the relevant supply of the Services and to implement its own management processes. A sample list of information types considered here will include (but will not necessarily be limited to):

* + 1. documentation (including procedures and records);
    2. meeting structures;
    3. outstanding action lists relating to the supply of the Services (as at the expiry or termination date, as appropriate);
    4. outstanding issue lists and risk logs relating to the supply of the Services (as at the expiry or termination date, as appropriate);
    5. current view of all actions, audit and plans (including costs) relating to resolution; and
    6. current projects details relating to the supply of the Services. Exit Milestones:

|  |  |  |  |
| --- | --- | --- | --- |
| Exit Milestone/Deliverable | Responsibility | Timetable | Narrative |
|  |  |  |  |
|  |  |  |  |

Project leaders and other resource allocated to the workstream:

|  |  |
| --- | --- |
| Role | Name/Title |
| CELEBRATION BANK Workstream Leader |  |
| The Supplier Workstream Leader |  |
| Other roles |  |

## Security Workstream

Within this workstream security processes will be reviewed and agreed changes will be implemented to the extent required to provide Termination Assistance and maintain the security of CELEBRATION BANK Systems and CELEBRATION BANK Data during the provision of Termination Assistance. The review will include a review of the security arrangements detailed in the Global Services Agreement and Local Services Agreement(s) in addition to CELEBRATION BANK 's, any CELEBRATION BANK Group Member's or Successor Supplier's security requirements. The list of activities to be considered within this workstream will include (but not necessarily be limited to) the following:

* + 1. information about existing security requirements in the Global Services Agreement and Local Services Agreement(s);
    2. information about existing security issues;
    3. develop and document action recommendations;
    4. develop an implementation plan for transfer of security arrangements (with time-scales and responsibilities);
    5. deliver the activities detailed in the implementation plan;
    6. implement any new or amended security arrangements necessary to enable the Supplier to supply the Services during any extension period (where the parties have agreed that such on-going support will be provided);
    7. arrangements for the return or deletion (as required by CELEBRATION BANK or any CELEBRATION BANK Group Member) of any relevant back-up copies of CELEBRATION BANK or any CELEBRATION BANK Group Member software or CELEBRATION BANK Data; and
    8. arrangements to ensure on-going compliance with security policies during the relevant exit period.

Exit Milestones:

|  |  |  |  |
| --- | --- | --- | --- |
| Exit Milestone/Deliverable | Responsibility | Timetable | Narrative |
|  |  |  |  |
|  |  |  |  |

Project leaders and other resource allocated to the workstream:

|  |  |
| --- | --- |
| Role | Name/Title |
| CELEBRATION BANK Workstream Leader |  |
| The Supplier Workstream Leader |  |
| Other roles |  |

## Hand-over Workstream

The hand-over workstream will formally manage the transfer of all relevant items between the Supplier and CELEBRATION BANK , any CELEBRATION BANK Group Member or a Successor Supplier identified in the other relevant Exit Plan workstreams or elsewhere in the Global Services Agreement and Local Services Agreement(s) or as agreed by the parties as part of a relevant Exit Plan. This workstream will identify those items to be transferred, log them, build a plan to achieve the transfer, execute the transfer and maintain a formal log confirming that the transfer took place using the signatures of both parties as the approval method.

The list of items of information to be considered within this workstream will include (but not necessarily be limited to) the following, to the extent that it can be provided without breaching any laws:

## Workstream/Area Considerations

Security Procedures required for each location in respect of:

* Physical security requirements
* System security changes
* Logical security requirements Handover Service Plan Procedures of individual areas

Problem management procedures IT assets

Storage media Documentation

Management System Procedures Meetings lists & descriptions

Meetings minutes

Intellectual Property Ensure that all Intellectual Property to be made available

to CELEBRATION BANK following termination or to which CELEBRATION BANK is entitled under the Global Services Agreement and Local Services Agreement(s) is available from the end of the relevant Termination Assistance Period

Milestones:

|  |  |  |  |
| --- | --- | --- | --- |
| Milestone/Deliverable | Responsibility | Timetable | Narrative |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |

Project leaders and other resource allocated to the workstream:

|  |  |
| --- | --- |
| Role | Name/Title |
| CELEBRATION BANK Workstream Leader |  |
| The Supplier Workstream Leader |  |
| Other roles |  |

## Management of Exit Assistance, Workstreams, Risks and Issues

* 1. The Supplier will have in place the appropriate management structure in order to co-ordinate the Termination Assistance, including those identified in the exit workstreams identified above or elsewhere in the Global Services Agreement and Local Services Agreement(s) or as agreed by the parties. In carrying out such management obligations, the Supplier will take into account all items of information referred to in the workstreams above.
  2. The Supplier will maintain and implement an issues register for Termination Assistance.

## Agreement Exit Plan Approval and Version Control

Each updated version of an Exit Plan will be signed below by both parties before such Exit Plan is deemed to be agreed.

|  |  |
| --- | --- |
| Version: | *[Number]* |
| Prepared by: | *[Insert name]* |
| Date: | *[Insert date]* |

Approved by Supplier Approved by CELEBRATION BANK

Signature: Signature:

Name: Name:

Title: Title:

Date: Date:

## SCHEDULE 11: NOT USED

**SCHEDULE 12:** **PARENT COMPANY GUARANTEE**

**THIS GUARANTEE** is made on 2017

## BETWEEN:

1. **PRO LIMITED**, a company incorporated in Bermuda with number 398838 whose registered office is at Canon's Court, 22 Victoria Street, Hamilton HM, 12, Bermuda (**"Guarantor"**) in favour of:
2. **CELEBRATION BANK GLOBAL SERVICES (UK) LIMITED** a company incorporated in England & Wales (registered number **07272547**) whose registered office is at 8 Canada Square, London, E14 5HQ (**"CELEBRATION BANK "**).

## BACKGROUND:

1. It is a condition of CELEBRATION BANK entering into the Agreement with the Supplier that the Guarantor executes and delivers this Guarantee to CELEBRATION BANK .
2. The Guarantor has agreed, in consideration of CELEBRATION BANK entering into the Agreement with the Supplier, to guarantee the due payment by the Supplier of all of the Supplier's accrued liabilities and payment obligations under the Agreement and all Local Services Agreements.

In consideration of CELEBRATION BANK entering into the Agreement, the Guarantor hereby agrees with CELEBRATION BANK as follows:

## Definitions and Interpretation

In this Guarantee:

* 1. unless defined elsewhere in this Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Agreement;
  2. the words and phrases below shall have the following meanings:

**"Agreement"** means the Global Services Agreement relating to the delivery of certain outsourcing services made between CELEBRATION BANK and the Supplier on 31 May 2017 and any and all Local Service Agreements entered into pursuant to its terms (as the same may be amended or varied by the parties to such agreements from time to time);

**"Dispute"** means any dispute, claim, difference or question of interpretation arising out of or in connection with this Guarantee (including any dispute regarding pre-contractual negotiations, the existence, validity, performance, breach or termination of this Guarantee or the consequences of non-existence or invalidity of the Agreement) whether contractual or

non-contractual;

**"Guaranteed Obligations"** means all financial liabilities, damages, amounts owing and financial obligations of the Supplier to CELEBRATION BANK incurred under or pursuant to the Agreement and all Local Services Agreements); and

**"Supplier"** means PRO International, Inc.

## Interpretation

* + 1. references to this Guarantee and any provisions of this Guarantee or to any other document or agreement (including to the Agreement and Local Services Agreement(s)) are to be construed as references to this Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, supplemented, substituted or novated from time to time, where applicable, in accordance with the terms of the relevant agreement;
    2. unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
    3. references to a person are to be construed to include that person's permitted assignees or transferees or successors in title, whether direct or indirect;
    4. the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
    5. unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
    6. unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
    7. unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
    8. references to clauses and schedules are, unless otherwise provided, references to clauses of and schedules to this Guarantee; and
    9. references to liability are to include any liability whether actual, contingent, present or future.

## Guarantee and Indemnity

* 1. The Guarantor irrevocably and unconditionally guarantees and undertakes to CELEBRATION BANK to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to CELEBRATION BANK .
  2. The Guarantor irrevocably and unconditionally undertakes to CELEBRATION BANK that upon demand it shall, at the cost and expense of the Guarantor:
     1. fully, punctually and specifically perform or procure to be performed such Guaranteed Obligations as if it were itself a direct and primary obligor to CELEBRATION BANK in respect of the Guaranteed Obligations and liable as if the Agreement and Local Services Agreements had been entered into directly by the Guarantor and CELEBRATION BANK and to pay to CELEBRATION BANK all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to CELEBRATION BANK under

the Agreement and/or Local Services Agreements in respect of the Guaranteed Obligations; and

* + 1. pay to CELEBRATION BANK all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements) of whatever nature which may result from or which CELEBRATION BANK may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Guarantee, this clause 2.2.2 shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Agreement or Local Services Agreements.
  1. Notwithstanding anything else to the contrary in this Guarantee, the Guarantor shall, in respect of any claim under or in respect of this Guarantee, have the same rights and defences as are available to the Supplier under the Agreement and Local Services Agreements (including any exclusions or limitations of liability and any time periods for making a claim or remedying a breach as would be available to the Supplier under or in relation to the Agreement and the Local Services Agreements) with the effect that the Guarantor's liability or obligations under this Guarantee shall in no circumstances be greater than are purported to be imposed on the Supplier under the Agreement or Local Services Agreement and, without prejudice to the foregoing, before the Guarantor can be required to pay any sums under this Guarantee, the Supplier shall have:
     1. had the opportunity to raise a bona fide dispute in good faith as to whether or not such sums are payable in accordance with the terms of the Agreement and Local Services Agreements; and
     2. not paid such sums in full in accordance with the Agreement and Local Services Agreements.
  2. As a separate and independent obligation, the Guarantor irrevocably and unconditionally undertakes to pay to CELEBRATION BANK on demand all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which CELEBRATION BANK may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.
  3. CELEBRATION BANK shall be entitled to enforce this Guarantee on behalf of and for the benefit of any CELEBRATION BANK Contracting Party in relation to such CELEBRATION BANK Contracting Party's Local Services Agreement and CELEBRATION BANK shall be entitled to recover amounts on behalf of the CELEBRATION BANK Group Member as if the loss incurred by the CELEBRATION BANK Group Member was incurred by CELEBRATION BANK itself.

## Demands and Notices

* 1. Any demand or notice served by CELEBRATION BANK on the Guarantor under this Guarantee shall be in writing, addressed to:

Address: Canon's Court, 22 Victoria Street, Hamilton HM 12, Bermuda

For the Attention of: General Counsel

With a copy to:

General Counsel, 1155 Avenue of the Americas, 4th Floor,

New York, NY 10036

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to CELEBRATION BANK in writing in accordance with the terms of this Guarantee as being an address or facsimile number for the receipt of such demands or notices.

* 1. The Guarantor irrevocably appoints PRO UK Ltd, having its office at 66 Buckingham Gate, London SW1E 6AU, to receive on its behalf service of any action, suit or other proceedings in connection with this Guarantee. If any person appointed as process agent ceases to act for any reason, the Supplier shall notify CELEBRATION BANK and shall promptly appoint another entity incorporated within England to act as its process agent and shall notify CELEBRATION BANK of the name and address of the replacement agent. Failing such appointment and notification, CELEBRATION BANK shall be entitled by notice to the Supplier to appoint a replacement agent to act on the Supplier's behalf.
  2. Any demand or notice served by the Guarantor on CELEBRATION BANK under this Guarantee shall be in writing, addressed to:

For the attention of Global Head of BPO CELEBRATION BANK Group Management Services Level 38

8 Canada Square London

E14 5HQ UK

Copy to: Chief Procurement Officer, Level 38, 8 Canada Square, London E14 5HQ

or such other address in England and Wales or facsimile number as CELEBRATION BANK has from time to time notified to the Guarantor in writing in accordance with the terms of this Guarantee as being an address or facsimile number for the receipt of such demands or notices.

* 1. Any notice or demand served on the Guarantor or CELEBRATION BANK under this Guarantee shall be deemed to have been served:
     1. if delivered by hand, at the time of delivery; or
     2. if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or
     3. if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.
  2. In proving service of a notice or demand on the Guarantor or CELEBRATION BANK it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was

properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.

* 1. Notices under this Guarantee shall not be validly served by email.

## CELEBRATION BANK 's Protections

* 1. The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Supplier and CELEBRATION BANK (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Agreement and Local Services Agreement(s) or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by CELEBRATION BANK in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by CELEBRATION BANK doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.
  2. This Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:
     1. it shall not be discharged by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of CELEBRATION BANK in exercising its rights under this Guarantee;
     2. it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement or other incapacity, of the Supplier, CELEBRATION BANK , the Guarantor or any other person;
     3. if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
     4. the rights of CELEBRATION BANK against the Guarantor under this Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to CELEBRATION BANK .
  3. CELEBRATION BANK shall be entitled to exercise its rights and to make demands on the Guarantor under this Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non-performance by the Supplier of any Guaranteed Obligation shall not preclude CELEBRATION BANK from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation (provided that, notwithstanding any other provision of this Guarantee, CELEBRATION BANK shall not in any circumstances be able to recover more than once for the same loss).
  4. If the Supplier is in breach of the Agreement and Local Services Agreement(s) and such breach is either:
     1. incapable of remedy; or
     2. the Supplier fails to remedy such breach within a reasonable remedy period, which remedy period shall be the period as prescribed in the Agreement and/or

Local Services Agreement(s), or if no such period is prescribed, a period of sixty (60) days,

then CELEBRATION BANK shall not be obliged, before taking steps to enforce this Guarantee against the Guarantor, to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by CELEBRATION BANK in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.

* 1. CELEBRATION BANK 's rights under this Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as CELEBRATION BANK deems expedient.
  2. Any waiver by CELEBRATION BANK or the Guarantor of any terms of this Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
  3. Any release, discharge or settlement between the Guarantor and CELEBRATION BANK shall be conditional upon no security, disposition or payment to CELEBRATION BANK by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled CELEBRATION BANK shall be entitled to enforce this Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. CELEBRATION BANK shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to CELEBRATION BANK from the Guarantor for such period as CELEBRATION BANK may determine.

## Rights of Subrogation

* 1. The Guarantor shall, at any time when and for so long as there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Guarantee, exercise any rights it may have:
     1. of subrogation and indemnity;
     2. to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and
     3. to prove in the liquidation or insolvency of the Supplier,

insofar as such rights relate to the Guaranteed Obligations, only in accordance with CELEBRATION BANK 's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for CELEBRATION BANK and pay the same to CELEBRATION BANK on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until CELEBRATION BANK receives all moneys payable hereunder and will hold any security taken in breach of this clause on trust for CELEBRATION BANK .

## Representations and Warranties

* 1. The Guarantor hereby represents and warrants to CELEBRATION BANK that:
     1. the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
     2. the Guarantor has full power and authority to execute, deliver and perform its obligations under this Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Guarantee;
     3. the execution and delivery by the Guarantor of this Guarantee and the performance by the Guarantor of its obligations under this Guarantee have been duly authorised by all necessary corporate action and do not contravene or conflict with:
        1. the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
        2. any existing law, statute, rule or regulation or any judgement, decree or permit to which the Guarantor is subject; or
        3. the terms of any agreement or other document to which the Guarantor is a party or which is binding upon it or any of its assets;
     4. all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Guarantee, and to make this Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and
     5. this Guarantee is the legal valid and binding obligation of the Guarantor and that the Guarantor will not challenge the validity or enforceability of this Guarantee.

## Payments and Set-Off

* 1. All sums payable by the Guarantor under this Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will (other than where the requirement to make such a deduction or withholding is a result of CELEBRATION BANK assigning or novating this Guarantee in accordance with clause 11) pay that additional amount which is necessary to ensure that CELEBRATION BANK receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding. To the extent the Guarantor pays such amount of deduction or withholding to a relevant tax authority, Guarantor shall notify CELEBRATION BANK and CELEBRATION BANK will (i) promptly (and in any event no later than ninety (90) days following the date of such notification) give Guarantor an official receipt or other official document evidencing the payment by Guarantor to CELEBRATION BANK to allow Guarantor to recover tax credits or other refund from any applicable tax authorities; and (ii) on written request from Guarantor to CELEBRATION BANK , promptly provide any necessary evidence that may be reasonably required in respect of the payment and for the purposes of obtaining such tax credit or other refund.
  2. The Guarantor shall pay interest on any amount due under this Guarantee from the day after the date on which payment was due up to and including the date of payment in full (as well

after as before any judgment) calculated from day to day at a rate per annum equal to four per cent (4%) above the base rate of the Bank of England from time to time in force unless interest is being charged in respect of the relevant Guaranteed Obligations in which case that interest is payable by the Guarantor.

## Entire Agreement and Acknowledgement

* 1. This Guarantee contains the whole agreement between the parties relating to the transactions contemplated by this Guarantee and supersedes all previous agreements between the parties relating to the transactions.
  2. Nothing in this clause 8 limits or excludes any liability for fraud.

## Expenses

The Guarantor shall on demand reimburse CELEBRATION BANK promptly for all reasonable out-of-pocket charges and expenses (including the reasonable and properly incurred fees and expenses of legal advisers and any value added or similar tax on those fees) incurred by it in connection with the successful enforcement of its rights under this Guarantee.

## Change of Ownership and Novation

Subject always to the provisions of the Agreement and Local Services Agreement(s) (but, for the avoidance of doubt, nothing in this Guarantee shall operate in any way as a restriction on any merger, sale or purchase), the Guarantor may merge with another entity or sell all or substantially all of its assets to another entity. In the event of such a merger (if by operation of law the successor entity is not liable under this Guarantee) or sale, the Guarantor shall procure that the successor entity shall promptly delivers to CELEBRATION BANK a written instrument

unconditionally assuming and agreeing to perform all of the Guarantor's obligations under this Guarantee. If the Guarantor is purchased or merged with another entity, the Guarantor shall notify CELEBRATION BANK of such purchase or merger. For the avoidance of doubt, this Guarantee shall remain in place until the termination or expiry of the Agreement and Local Services Agreement(s) (howsoever caused), unless specifically released by CELEBRATION BANK or its successor in title. CELEBRATION BANK agrees that it will release the Guarantee in the event of a sale of the Supplier or a novation of the Supplier's rights and obligations under the Agreement and Local Services Agreement(s) to which CELEBRATION BANK has consented provided that CELEBRATION BANK has received what it considers, acting reasonably, to be a suitable replacement guarantee.

## Assignment and Transfer

* 1. This Guarantee shall be binding upon the Guarantor and its successors in title and shall enure for the benefit of CELEBRATION BANK and its successors in title.
  2. CELEBRATION BANK shall be entitled to novate its rights and obligations under this Guarantee or assign or transfer the benefit of this Guarantee at any time to any person without the consent of the Guarantor being required and any such novation or assignment or transfer shall not release the Guarantor from its liability under this Guarantee, provided that: (i) CELEBRATION BANK has assigned or novated it rights and obligations pursuant to the terms of the Agreement and the Local Services Agreement(s); and (ii) the Guarantor's liability under this Guarantee is no greater solely as a result of such assignment or novation.
  3. This Guarantee shall remain binding on the Guarantor notwithstanding any change in the constitution of CELEBRATION BANK or its absorption in, or amalgamation with, or the acquisition of all or part of its undertaking or assets by, any other person, or any reconstruction or reorganisation

of any kind, to the extent that this Guarantee shall remain valid and effective in all respects in favour of any permitted assignee, novatee, transferee or other successor in title of CELEBRATION BANK in the same manner as if such permitted assignee, novatee, transferee or other successor in title had been named in this Guarantee as a party instead of, or in addition to, CELEBRATION BANK , as the case may be, provided that the Guarantor's liability under this Guarantee shall be no greater as a result of such assignment, novation or other event described in this clause.

## Counterparts

This Guarantee may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Guarantee.

## Severance

If any provision of this Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

## Third Party Rights

Apart from CELEBRATION BANK Group Members (in accordance with the terms of the Agreement), a person who is not a party to this Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Guarantee. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

## Governing Law and Jurisdiction

* 1. This Guarantee, any non-contractual obligation arising out of or in connection with it, and any Dispute arising out of or in connection with it, shall be governed by and construed in all respects in accordance with the law of England and Wales.
  2. The Guarantor irrevocably agrees for the benefit of CELEBRATION BANK that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Guarantee, provided that nothing contained in this clause shall limit the rights of CELEBRATION BANK to take proceedings against the Guarantor in a court of competent jurisdiction located in the country in which the Guarantor is registered, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).
  3. For the purposes of this clause 15 each party waives any objection to the courts of England and Wales on the ground that they are an inconvenient or inappropriate forum to settle any Dispute.
  4. Nothing contained in this clause shall prevent a party from seeking (including obtaining or implementing) interlocutory or other interim relief, including in the courts of any other appropriate jurisdiction.

**SIGNED** for and on behalf of

## CELEBRATION BANK GLOBAL SERVICES (UK) LIMITED

Signature:



Full Name:



Position:



Date:



**SIGNED** for and on behalf of

## PRO LIMITED

Signature:



Full Name:



Position:



Date:



## SCHEDULE 13: RELIEF NOTICE

|  |
| --- |
| **To:** |
| **From:** [insert name of the Supplier individual] on behalf of the [Supplier][Supplier Contracting Entity] |
| **Date:** [insert date of notice] |
| **Relief Notice:** to [the Global Services Agreement] or [Local Services Agreement] relating to the provision of [ ] services, dated [ ] between [CELEBRATION BANK ] [CELEBRATION BANK Contracting Party] and [Supplier] [Supplier Contracting Entity](**"Agreement"**) |
| **Affected Services:** [identify the Services affected by the alleged Relief Event] |
| **Cause(s) of the delay or interruption:** [identify in sufficient detail so as to confirm that this is not the Supplier's responsibility, eg detail - by express cross reference to the relevant CELEBRATION BANK Responsibility - the alleged CELEBRATION BANK default (including what should have been performed, when it should have been performed by, what was not performed and who should have performed it, etc), by reference to the provision(s) in the Global Services Agreement or Local Services Agreement(s) that CELEBRATION BANK is alleged  to have breached). |
| **Likely delay or interruption:** [identify in reasonable detail the extent of the likely delay or interruption as known at the date of this notice] |
| **Date on which the Supplier became aware of the alleged Relief Event:** |
| **What steps are currently being taken to mitigate the impact of the alleged Relief Event:** [specify what is being done to minimise/rectify the situation, including details of what action the Supplier is taking to minimise the impact of the failure] |

**SCHEDULE 14:** **CELEBRATION BANK RESPONSIBILITIES**

1. Subject to clause 26 (*Relief Notice*) of the Global Services Agreement, the relevant CELEBRATION BANK Contracting Party shall and shall procure that where applicable their agents, consultants, contractors and third party service providers perform the following obligations in order to enable the Supplier to perform the Services:
   1. provide such inputs and access to CELEBRATION BANK personnel as are reasonably required for: (i) the day- to-day provision of the Services, and identified in the Standard Operating Procedures; and (ii) the governance processes outlined in schedule 9 (*Governance*);
   2. provide such reasonable subject matter expertise and any other documentation and/or reasonable resources in each case as agreed by the parties and identified in the Transition Plan to provide Supplier with the necessary knowledge to take over the Services;
   3. nominate appropriate CELEBRATION BANK personnel to provide inputs and assistance to the Supplier's Transition team in delivering the Transition Services as set out in the Transition Plan, including supporting the liaison between the Supplier's Transition team and relevant CELEBRATION BANK business functions and business units;
   4. provide knowledge transfer to the Supplier as agreed pursuant to the Transition Plan;
   5. provide reasonable assistance to the Supplier in identifying, addressing and resolving deviations from the Transition Plan and any business and/or technical issues that may impact the Services;
   6. in respect of the Supplier's delivery of each Transition Wave, perform the CELEBRATION BANK obligations as set out in the Transition Plan in respect of that Transition Wave;
   7. provide reasonable assistance to the Supplier's project team to help drive adoption of eInvoicing in those countries where Ariba or Tradeshift (or equivalent systems) is deployed but penetration levels are low and/or to extend adoption of eInvoicing to new countries;
   8. provide the Supplier with the right to use any duplicate audit tool (**"DAT"**) for the prevention of duplicate invoices where CELEBRATION BANK has a DAT in any country to which a Local Services Agreement applies or, if no CELEBRATION BANK DAT is available for a particular country and the Supplier is unable to deploy its own DAT, discuss with the Supplier appropriate relief against Service Levels in relation to the prevention of duplicate invoices;
   9. facilitate access to CELEBRATION BANK 's market intelligence services from its service provider Beroe (or its replacement from time to time);
   10. subject to clause 4.11.6 of the Global Services Agreement and compliance with CELEBRATION BANK Policies and Procedures in respect of the relevant Licensed CELEBRATION BANK Systems, facilitate access to the following Licensed CELEBRATION BANK Systems (or their replacements from time to time): DU360; Emptoris; BuySmart; Fusion; Tradeshift; and the following modules of such systems: ACW, ECM, Procurement, Materials Management, AP and T&E, and such other Licensed CELEBRATION BANK Systems in place from time to time, as are required to facilitate the Supplier's provision of the Services. For clarity, where the Supplier is not compliant with CELEBRATION BANK Policies and Procedures in respect of any Licensed CELEBRATION BANK Systems, CELEBRATION BANK may shut off access to the relevant Licensed CELEBRATION BANK System(s), save in respect of any breach of any security policies, where CELEBRATION BANK may shut off access to all Licensed CELEBRATION BANK Systems, in each until the relevant non-compliance has been remedied to the reasonable satisfaction of CELEBRATION BANK ;
   11. notify Supplier promptly of any planned systems architecture changes or project activity in respect of Licensed CELEBRATION BANK Systems that will affect the Supplier's ability to perform the Services;
   12. without prejudice to the Suppliers general obligations to achieve the Productivity Rate as set out in schedule 3 (*Charges and Payments*), provide reasonable assistance to the Supplier's operations team to implement agreed continuous improvement initiatives;
   13. implement all changes agreed to be undertaken by CELEBRATION BANK in accordance with the Change Control Procedure;
   14. provide the Supplier with access via CELEBRATION BANK 's intranet to amendments and additions to CELEBRATION BANK Policies and Procedures as required to enable the Supplier to comply with its obligations relating to CELEBRATION BANK Policies and Procedures;
   15. provide and maintain the technology supporting the Project Library and the rights of access to the Project Library to enable the Supplier to comply with its obligations relating to the Project Library;
   16. perform its obligations and procure that any Successor Supplier performs its obligations in any Exit Plan agreed pursuant to schedule 10 (*Exit Planning, Management and Implementation*);
   17. comply with clause 10.3 of the Global Services Agreement;
   18. in relation to Operational Sourcing, allocate an CELEBRATION BANK lawyer in line with usual CELEBRATION BANK Policies and Procedures (including the Standard Operating Procedures), for the provision of appropriate contractual documentation and legal review of all Applicable Agreements, including review of Vendor mark ups of Applicable Agreements, provided that any failure by CELEBRATION BANK to deliver this CELEBRATION BANK Responsibility shall not entitle the Supplier to any relief against KPIs, Key Metrics and/or Outcomes. For clarity, the Supplier is not required to provide legal support itself in the delivery of Operational Sourcing;
   19. provide the Supplier with such desktops and/or laptops to access legacy Licensed CELEBRATION BANK Systems that cannot be accessed using the Remote Access Solution, as may be agreed with CELEBRATION BANK ;

## SCHEDULE 15: TRANSITION

1. **Definitions**

Not used.

## Introduction

* 1. This schedule describes the process for transferring responsibility for the performance of the Operational Services to the Supplier in readiness for Service Commencement and Go Live.
  2. The coordinated transfer to the Supplier of each identified group of business processes and associated roles and responsibilities in various waves, each with its own Go Live, as identified and set out in the Transition Plan (each a **"Transition Wave"**), shall be carried out in accordance with this schedule 15.
  3. Accordingly, where and to the extent this schedule 15 is incorporated into a Local Services Agreement, it shall be read by reference to the Transition Wave to which that Local Services Agreement relates, and references to Tollgates shall refer to the Tollgates relevant to that Transition Wave.

## Performance of Transition Services

* 1. The Supplier shall perform such tasks, responsibilities and services that:
     1. are reasonably required so as to achieve Acceptance of the Tollgates by the Tollgate Dates and so that the Supplier is ready to perform the Operational Services in accordance with the terms of the Global Services Agreement and the Local Services Agreements from the Tollgate 3 (KT) Dates (Service Commencement date(s));
     2. would ordinarily be considered to be required to effect the transition of a procurement function responsible for services similar to the Services within a global organisation, including in the financial services sector, operating in multiple markets of varying sizes and within a procurement organisation of varying degrees of sophistication; and
     3. are directed to be performed from time to time by CELEBRATION BANK 's CPO or their Heads of Procurement and delegate(s), so long as they are within the bounds of what would ordinarily be considered to be required to effect the transition of a procurement function responsible for services similar to the Services within a global organisation operating in multiple markets of varying sizes and within a procurement organisation of varying degrees of sophistication.
  2. The Supplier shall:
     1. perform the Central Transition, COE Transition and the In-Country Transition;
     2. provide the Transition Services and the Transition Deliverables in accordance with the Transition Plan so as to achieve the Tollgates by the Tollgate Dates; and
     3. perform the activities described in paragraph 3.2.1 above causing only minimal and non-adverse impact to CELEBRATION BANK , relevant CELEBRATION BANK Group Members and their other service providers.
  3. The Supplier is responsible for managing the Transition, and subject to clause 26 (*Relief Notice*), effecting the Transition and for being in a position to provide the Operational Services in accordance with the terms of the Global Services Agreement and the Local Services Agreements from the relevant Tollgate 3 (KT) Date(s).
  4. Each party shall promptly notify the other if it reasonably believes it will not be able to meet its obligations under this schedule 15 or as set out in the Transition Plan.
  5. In addition to the activities required to deliver the Transition Plan, the Supplier's responsibilities as part of the Transition Services include:
     1. assigning a "*Global Transition Lead*" to manage the delivery of the Transition Plan;
     2. completing the knowledge transfer activities set out in the Transition Plan by the applicable Tollgate Date(s);
     3. completing any required business process and technology (e.g. infrastructure or applications) setup, including setup of the business processes and Supplier Software and Tools described in schedule 1 (*The Services*) and the Transition Plan;
     4. developing and rolling-out (save in respect of Emptoris (or its equivalent) when the Supplier shall only be responsible for roll-out) all required training and process materials to Supplier Personnel;
     5. implementing the security requirements set out in the applicable CELEBRATION BANK Policies and Procedures;
     6. implementing the Supplier inputs to the Transition governance model described in appendix 15B;
     7. supporting and implementing agreed communications and organisational change management plans, as well as the operational change management processes required to implement the Transition Plan; and
     8. providing the program and project management services associated with the activities listed in this paragraph 3.5.

## Transition Plan

* 1. The parties will comply with their respective obligations set out in the Transition Plan.
  2. Each Transition Wave will have a Wave Transition Plan that builds upon the Outline Transition Plan, and describes in detail how the Supplier will affect the Transition (**"Wave Transition Plan"**).
  3. The Wave Transition Plan shall be considered a Transition Deliverable and will be subject to paragraph 4 of part 3 of appendix 15A.
  4. Once the Wave Transition Plan has been Accepted by CELEBRATION BANK it shall form part of the Transition Plan and shall, subject to paragraph 4.5 below, supplement the Outline Transition Plan.
  5. Subject to the Change Control Procedure, the Wave Transition Plan shall not alter any Tollgate Date, Required Go Live Date or impose any obligations on CELEBRATION BANK or give rise to any further dependencies or assumptions in excess of those set out in the Global Services Agreement and Local Services Agreements, and any attempt to do so shall be void and deemed not incorporated into the Transition Plan.

## Central Transition

* 1. The Supplier shall effect the Central Transition activities as detailed in the Transition Plan. This will include the following:
     1. **Service Delivery Centre Set-Up:** establishing the physical set-up of the Service Delivery Centres in the Approved Locations including recruitment, training and on-boarding, system access and telephony set-up;
     2. **Procurement Support Desk:** ensuring that the Procurement Support Desk is operational in each of the Service Delivery Centres in accordance with paragraph 2 of part 1 of schedule 1 (*The Services*), and is able to provide the applicable Operational Services to each In-Scope Country in the relevant language(s), as detailed in schedule 17 (*Approved Locations*); and
     3. **Source to Contract Engine:** ensuring the Source to Contract Engine is operational in each of the Service Delivery Centres in accordance with paragraph 4 of part 1 of schedule 1 (*The Services*), and is able to provide the applicable Operational Services to each In-Scope Country in the relevant language(s), as detailed in schedule 17 (*Approved Locations*).
  2. The parties acknowledge that during the Transition Period, CELEBRATION BANK 's requirements in respect of the Operational Services will ramp-up as additional In-Scope Countries Go Live as set out in the Transition Plan. The Supplier shall therefore plan and execute the Central Transition in such a way as to ensure that it is able to provide the Operational Services in accordance with the terms of the Transition Plan, Global Services Agreement and the Local Services Agreements to each of the required In-Scope Countries from Tollgate 3 (KT)/Service Commencement for each In-Scope Country.

## In-Country Transition and COE Transition

The Supplier shall effect Transition in respect of each of the In-Scope Countries and the In- Scope COEs in accordance with the Transition Plan and the requirements set out in the Global Services Agreement and the relevant Local Services Agreements, to ensure that, as at the relevant Tollgate 3 (KT) Date (Service Commencement date), each of the required CELEBRATION BANK Group Members in the In-Scope Countries are able to fully receive and enjoy the benefit of the applicable Services in accordance with the terms of the Global Services Agreement and the relevant Local Services Agreements.

## Transition Phases

* 1. The Transition phases and the Tollgates at the end of each of the Transition phases in relation to the Acceptance Processes are as follows:

|  |  |  |
| --- | --- | --- |
| **Transition Wave Type** | **Phase** | **Tollgate** |
| Central Transition | Central Transition Set-Up: Site Identification confirmed  Seat allocation confirmed (initial wave + future scope)  Availability of support teams to support the deal (Recruitment, Training and HR)  Connectivity of the current site to the Supplier network  Telephony infrastructure available  Operational team structure defined for the site | Tollgate 0 (Service Delivery Centre Go Live) |
| In-Country Transition and COE Transition | Solution ID | Tollgate 1 (Solution ID Complete) |
| Pre-process and System set-up | Tollgate 2 (Pre-process training and system set- up) |
| Knowledge Transfer | Tollgate 3 (KT) (Service Commencement) |
| Ramp-Up (at CELEBRATION BANK 's option) | Tollgate 4 (Successful Ramp-up) |
| Hypercare | Tollgate 5 (Go Live) |

* 1. For reference only, appendix 15C sets out a diagram of the COE Transition and In-Country Transition profiles.
  2. In the event any of these phases are not applicable to a Transition Wave, or additional phases are applicable and agreed through the Change Control Procedure, these shall be agreed by the parties in writing and added to the Transition Plan.
  3. At the end of each of these Transition phases, the parties shall attend the Go / No-Go Meeting and CELEBRATION BANK shall determine whether to sign-off completion of the Acceptance Tests in accordance with appendix 15A.

## Achievement of Tollgates

* 1. The Acceptance Criteria for each Tollgate at the end of each Transition phase shall be set out in the Transition Plan and shall be used to determine whether the Supplier has successfully achieved Acceptance of the relevant Tollgate. Each Transition phase shall only be complete when CELEBRATION BANK has Accepted the relevant Tollgate in accordance with appendix 15A.

## APPENDIX 15A: APPROVALS AND ACCEPTANCE

**Part 1: Central Transition Acceptance Process**

1. **Introduction**

The Acceptance process set out in this part 1 and part 3 of this appendix 15A applies to the Tollgate identified in paragraph 7 of this schedule 15, which shall apply in relation to each Service Delivery Centre in relation to the relevant In-Scope Countries, for the purposes of this appendix 15A, including an assessment by CELEBRATION BANK of the Supplier's readiness to commence In- Country Transition and COE Transition and the quality of the associated Transition Deliverables and associated Services (if any) (**"Central Transition Acceptance Process"**).

## Part 2: In-Country Transition and COE Transition Acceptance Process

1. **Introduction**

The Acceptance process set out in this part 2 and part 3 of this appendix 15A applies to the Tollgates for the In-Country Transition and COE Transition, including an assessment by CELEBRATION BANK of the Supplier's readiness to provide the applicable Operational Services and the quality of the associated Services and Transition Deliverables (**"In-Country Transition Acceptance Process"**). The In-Country Acceptance Process consists of a number of phases with a Tollgate at the end of each phase (as further detailed in paragraph 7 above).

## Solution ID Phase

* 1. As part of COE Transition and In-Country Transition, the Supplier will conduct a solution identification exercise at the commencement of each Transition Wave at the end of which the Supplier shall produce the Sol ID Report for Acceptance Testing.
  2. Notwithstanding the Change Control Procedure, for the avoidance of doubt, the Solution ID Phase and Sol ID Report shall not result in any Changes to any aspect of this Global Services Agreement or a Local Services Agreement, including, in particular, any changes to the scope of the Services, the Outcomes, Key Metrics, KPIs, the Charges, the CELEBRATION BANK Responsibilities or the Tollgate Dates.

## Service Commencement

* 1. Tollgate 3 (KT)/Service Commencement shall only be achieved when the Supplier has successfully completed the relevant Service Readiness Tests (as described below), and the results meet the relevant Acceptance Criteria and are Accepted by CELEBRATION BANK .
  2. To the extent not already set out in this schedule or the Transition Plan, the parties will use all reasonable endeavours to agree the Service Readiness Tests to meet the associated Acceptance Criteria before Acceptance of Tollgate 2 (Pre-process Training and System Set- Up), and failing agreement the criteria shall be those reasonably determined by CELEBRATION BANK so as to assess whether the Supplier is ready to start performing the Operational Services in a live environment and in replacement to CELEBRATION BANK and/or any outgoing service provider (including where relevant an assessment of the performance, functionality, scalability and integration of the System and its constituent parts). Notwithstanding that CELEBRATION BANK may have approved or Accepted elements of the Operational Services prior to the performance of the Service Readiness Tests, CELEBRATION BANK may, as part of the Acceptance Testing of the Service Commencement Tollgates, re-perform such elements of the Acceptance Tests as it considers

reasonably appropriate. If any elements fail the Acceptance Tests, the Supplier shall promptly remedy the defects and resubmit them for testing.

* 1. The tests to be performed to assess whether the Supplier is ready to provide the Operational Services in a live environment include, as a minimum and in the absence of any agreement between the parties to the contrary, the following:
     1. Systems Testing;
     2. Standard Operating Model effectiveness;
     3. User Access Testing;
     4. Capability Testing; and
     5. the tests and activities described in this schedule 15, (together, **"Service Readiness Tests"**).

## Ramp-Up Period

* 1. As part of COE Transition and In-Country Transition, the Supplier will, unless CELEBRATION BANK notifies the Supplier by Tollgate 2 (Pre-process Training and System Set-Up) for the relevant Transition Wave that it is not required, conduct a ramp-up of the Operational Services which will take place following Acceptance of the relevant Tollgate 3 (KT).
  2. The Supplier shall prepare the Supplier Personnel and supporting infrastructure and processes as is required so as to ensure that it is able to receive and process all inputs from CELEBRATION BANK (and any relevant third party).
  3. CELEBRATION BANK shall thereafter provide the relevant data, materials or other inputs relevant to the Operational Services in question so as to enable the Supplier to process them and to provide CELEBRATION BANK (and any other relevant third party as notified by CELEBRATION BANK ) with the required outputs.
  4. The Ramp-Up Period shall only be considered to have been successfully undertaken and completed if the Acceptance Criteria are met and signed-off by CELEBRATION BANK via a Go/No-Go Meeting and the Supplier is able to process the inputs and to produce the required outputs (including those as tested through mock or test cases pursuant to paragraph 3.3 of part 3 below) of the Operational Services in accordance with the appropriate Key Metrics and KPIs and in accordance with all other relevant requirements of the Global Services Agreement and relevant Local Services Agreements.
  5. Where applicable, the Supplier shall achieve successful (as defined in paragraph 5.4 above) Ramp-Up, prior to commencement of the Hypercare Period.

## The Supplier's right to proceed without Tollgate Acceptance

* 1. Notwithstanding a failure to achieve Acceptance of a Tollgate, the Supplier may proceed with providing Operational Services or Transition Deliverables in respect of the phases following the relevant Go / No-Go Meeting, provided that:
     1. the Supplier shall not be entitled to proceed where the failure relates to Tollgate 3 (KT), Tollgate 4 (Successful Ramp-Up) or Tollgate 5 (Go Live); and
     2. if the Supplier does so, the Supplier shall promptly (re)provide such non- approved Operational Services and/or Transition Deliverables to CELEBRATION BANK , for CELEBRATION BANK to (re)review pursuant to paragraph 2 of part 3 below; and
     3. any work (whether in relation to the Operational Services or Transition Deliverables in question or to the work performed in reliance on such Operational Services or Transition Deliverable or otherwise) performed by the Supplier that requires reworking as a result of failing to achieve Acceptance of the Tollgate when required, together with the rework itself, shall not be chargeable to CELEBRATION BANK and shall be performed at the Supplier's cost.
  2. Where the Supplier does continue to perform the Operational Services or provide the Transition Deliverables in the situations described in paragraph 6.1 above, then the Supplier shall not be entitled to claim relief in relation to any failure or delay in the performance of the Operational Services to the extent such failure or delay is related to a failure in having the Operational Services or Transition Deliverable approved.

## Part 3: General Acceptance Process Provisions

1. **Introduction**

The provisions of this part 3 shall apply equally to Central Transition, In-Country Transition and COE Transition.

## Phases and Tollgates

* 1. At the end of each phase for each Transition Wave, the parties shall hold a Go / No-Go Meeting. The Go / No-Go Meeting shall assess the status of completion and the quality of the Supplier's activities relevant to the completion of the end of the phase, together with an assessment as to whether the Tollgate has achieved the Acceptance Criteria and should be Accepted by CELEBRATION BANK .
  2. The Supplier will endeavour to provide the material it is obliged to provide in respect of the Go / No-Go Meetings, including all Transition Deliverables not already provided, five (5) days prior to the scheduled Go / No-Go Meeting but in any event shall provide such information to the other party not less than forty-eight (48) hours before the relevant meeting. The information and material that the Supplier is always obliged to provide in respect of each Go / No-Go Meeting shall include summary information relating to each Tollgate and a report on the status of achieving the applicable Acceptance Criteria and recommended next steps.
  3. CELEBRATION BANK shall issue a written confirmation following such Go / No-Go Meeting if the Supplier has satisfied the relevant Acceptance Criteria and such confirmation shall indicate that Acceptance of the relevant Operational Services and Transition Deliverables and Tollgate has been achieved.

## Acceptance Criteria

* 1. The Acceptance Criteria for each Tollgate and (where applicable) Transition Deliverable, are set out in appendix 15E of this schedule or, where not specified, shall be agreed between the parties, each acting reasonably, within fifteen (15) days of the LSA Effective Date.
  2. In the absence of any agreement by the end of the timescales identified above in paragraph 3.1, the parties shall refer the matter to the Transition Programme Meeting in respect of CELEBRATION BANK and the Global Transition Lead in respect of the Supplier, who shall meet in

order for the Supplier to explain why it is not able to agree the Acceptance Criteria proposed by CELEBRATION BANK and provide all relevant information on the issue. If the Acceptance Criteria are still not agreed after escalation in accordance with this paragraph 3.2, the Acceptance Criteria will be reasonably determined by CELEBRATION BANK so as to assess the Supplier's compliance with the requirements of the Global Services Agreement and Local Services Agreement and, where applicable, its ability to perform the Operational Services in accordance with the terms of the Global Services Agreement and the Local Services Agreement.

* 1. CELEBRATION BANK reserves the right to include mock or test case requests for Operational Services during the Knowledge Transfer phase or Ramp-Up Period to ensure the Supplier is handling sufficient volumes of different types of transactions to enable the Supplier's capability to be tested as part of the Acceptance Testing process. CELEBRATION BANK agrees that the submission of mock or test cases shall be done in an even manner throughout these phases and shall not result in a disproportionate volume spike in the final stages of the relevant phase.
  2. Where CELEBRATION BANK is to conduct a test, the Supplier shall promptly, and at no cost to CELEBRATION BANK , provide such assistance and information as CELEBRATION BANK reasonably requests.

## Approval of Documentary Transition Deliverables

* 1. The provisions of this paragraph 4 shall apply to any documentary Transition Deliverables.
  2. The Supplier will provide documentary Transition Deliverables to CELEBRATION BANK in accordance with the timescales set out in the Transition Plan (and in the absence of any timescales in the Transition Plan or otherwise agreed in operational documents referenced in the Transition Plan, promptly), and shall further provide CELEBRATION BANK with reasonable prior notice of when CELEBRATION BANK will be receiving them for the purposes of review and approval. CELEBRATION BANK will review a documentary Transition Deliverable to ascertain whether it complies with the applicable Acceptance Criteria or otherwise that it is reasonably acceptable to CELEBRATION BANK .
  3. Unless otherwise specified in the Transition Plan, CELEBRATION BANK shall have fifteen (15) Business Days to approve the documentary Transition Deliverable or to notify the Supplier of any failure of the documentary Transition Deliverable to meet the Acceptance Criteria. If CELEBRATION BANK rejects a documentary Transition Deliverable on the basis that it does not meet the Acceptance Criteria, the Supplier will promptly amend, at no cost to CELEBRATION BANK , the documentary Transition Deliverable so as to take into account any amendments reasonably required by CELEBRATION BANK and/or so as to meet the requirements of the Global Services Agreement and Local Services Agreements and re-issue the amended documentary Transition Deliverable to CELEBRATION BANK for review, in which case the provisions of this paragraph 4 shall re apply.
  4. If the Transition Deliverable complies with the applicable Acceptance Criteria, CELEBRATION BANK will notify the Supplier in writing that it approves the documentary Transition Deliverable.
  5. For the avoidance of doubt, approval of a Transition Deliverable may occur prior to the Go / No-Go Meeting held at the end of each Transition phase but shall be without prejudice to the Acceptance Process and shall not in any way indicate or imply Acceptance of the relevant Tollgate.

## The Supplier's own testing

* 1. The Supplier shall perform such tests as it reasonably determines are necessary to satisfy itself that CELEBRATION BANK should commence the performance of the Acceptance Testing in relation to the Tollgates.
  2. The Supplier shall give CELEBRATION BANK reasonable notice of the dates and times at which it will perform these tests and will permit CELEBRATION BANK and any third party appointed by it to attend the performance of these tests.
  3. The Supplier will provide the results of its tests to CELEBRATION BANK prior to commencement of the Acceptance Testing relating to Tollgate 5 (Go Live).

## Completion of the Transition Acceptance Process

The Acceptance Process for Transition as a whole will be completed when the final Tollgate 5 (Go Live) for the final Transition Wave is Accepted by CELEBRATION BANK .

## Failure to Achieve Acceptance of Tollgate

* 1. If the Supplier does not achieve Acceptance of Tollgate 4 (Successful Ramp-up) or Tollgate 5 (Go Live) by the Tollgate Date, the Supplier shall, without prejudice to the Longstop Date, be afforded a reasonable opportunity to resubmit the affected Services and/or Deliverables for Acceptance Testing. If the Supplier does not resubmit the affected Services and Deliverables within a reasonable time or does not achieve Acceptance of the Tollgate on resubmission, CELEBRATION BANK shall be entitled to refuse to Accept the relevant Tollgate, as applicable, and accordingly CELEBRATION BANK shall not be obliged to commence Hypercare / Go Live, as applicable. In such a case, CELEBRATION BANK may where practicable to do so, engage a third party to remedy the defects preventing Acceptance and recover the reasonable additional costs in doing so from the Supplier, in which regard the Supplier shall provide all assistance reasonably required by CELEBRATION BANK , provided that where practicable in light of the immediate potential impact on CELEBRATION BANK and/or the CELEBRATION BANK Contracting Party, before CELEBRATION BANK exercises this right, it shall permit the Supplier the opportunity to demonstrate to CELEBRATION BANK 's reasonable satisfaction (provided that the Supplier does so within two (2) Business Days of receiving notice from CELEBRATION BANK ), that the Supplier is able to promptly remedy the defect preventing Acceptance and if the Supplier does so, the Supplier shall prepare a remediation plan for CELEBRATION BANK 's approval, for the resolution of the relevant circumstances and shall implement the plan within the timescales stated therein. If the Supplier fails to do so, CELEBRATION BANK may then engage a third party to remedy the defects preventing Acceptance and recover the reasonable additional costs in doing so from the Supplier, in which regard the Supplier shall provide all assistance reasonably required by CELEBRATION BANK .

## Effect of Acceptance

Acceptance operates without prejudice to any rights and remedies that CELEBRATION BANK may have in relation to the performance by the Supplier of its obligations under the Global Services Agreement and Local Services Agreements. Acceptance by CELEBRATION BANK does not operate as a waiver of any of CELEBRATION BANK 's accrued rights.

## APPENDIX 15B: TRANSITION GOVERNANCE

1. **Transition Governance Structure**

Governance Structure

Go / No Go meeting

**Other inputs** Emptoris Systems Solution Training Deal Legal

HR Regulatory

Hyper care updates

Transition (per wave)

Transition (Programme)

Run / BAU

Transition

Steering Committee

Management

Committee

M

Q

D

Transition

Programme Meeting

W

M

Wave project

meeting

Design Authority

(exceptions only)

W

Transition Governance structure.pptx

\* References to D, W, M in the diagram above shall refer to the frequency of the relevant forum being Daily, Weekly or Monthly.

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## Transition Governance Meetings

* 1. The following meetings shall be held at the frequency stated and the parties shall ensure that the relevant attendees attend:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Forum | Attendees | Accountabilities | Inputs | Frequency |
| Steering Committee | CELEBRATION BANK Exec Sponsor PRO Sponsor Global Solution Lead Global HR Lead Global Comms Lead Global Transition Lead Programme Manager Head of BPO | Resolve escalated issues  Manage external risks Change Control Requests Review and Decision  Escalate for resolution risks and issues and exceptional Change Requests to  Procurement ExCo. Overall Programme Accountability  Sign off and close down of Transition Waves  Change Request submission to BPO Governance  Service Performance issues escalated to BPO Governance forums | Plan progress Service performance through Ramp Up and Hypercare Key Risks  Key Issues Tollgate RAG status  Issues for  escalation Go/No Go status  Exceptions to Global Blueprint | Monthly (Weekly, if required) |
| Transition Programme Meeting | Global Transition Lead Transition Managers (Suppler and CELEBRATION BANK ) Global Solution Lead Global HR Lead  Iris Programme Manager Transition PMO  Head of BPO Emptoris Lead | Management of  Programme level issues and risks, agree those for escalation Resolution of escalated Wave level issues and risks  Change Request  review and  management  Wave plan reviews Go/No Go status updates  Key Tollgates review Service Performance issues escalation | Wave Tollgate plans  Tollgate RAG Status  Local country  issues for  resolution or escalation  weekly status reports  Service performance through Ramp Up and Hypercare | Weekly |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Forum | Attendees | Accountabilities | Inputs | Frequency |
| Weekly Wave Project Meetings | Transition Manager (Supplier and CELEBRATION BANK ) Local SMEs  HOP  Emptoris Lead (for appropriate Transition Waves) | Progress updates  Wave specific issue and risk resolution or escalation  Change Request reviews  Key documentation and Transition Deliverables updates | Project plans Tollgate reports for submission Risks and Issues logs | Weekly |
| Go/No Go meeting | Transition Manager (Supplier and CELEBRATION BANK ) Local SMEs  HOP  Global Solution Lead (Tollgate 1 only) Supplier Operational Leads (Tollgate 3, 4 and  5) | Review Tollgate checklist  Confirm Acceptance or not of each Transition Deliverable due for that Stage Agree any actions and deadlines to address Confirm Go/No Go decision or escalate to programme as necessary | Key Transition Deliverables Tollgate  Checklist | Before each Tollgate |
| Hypercare updates | Transition Managers (Supplier and CELEBRATION BANK ) SMEs  Supplier Operational Leads | Review Hypercare issues and agree resolution actions and owners  Escalate key issues through Weekly  Transition Wave Project meetings to Programme and  potentially BPO Governance  Escalate ongoing performance issues | Hypercare issue log | Daily |

* 1. If any of the persons referred to in the table above are unable to attend a meeting, the relevant party may appoint a substitute provided that such substitute has at least the same or higher seniority and is authorised to deal with the items on the agenda at such meeting.



Central Transition set-up acceptance test

## APPENDIX 15C: TRANSITION PROFILE

## Project Iris Transition Profile

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SOL ID acceptance test

Knowledge Transfer acceptance test

Successful Ramp up acceptance test

Service Commencement















































## APPENDIX 15D: TRANSITION PLAN

**CENTRAL TRANSITION**

|  |  |  |
| --- | --- | --- |
| **Service Delivery Centre Set Up** | **Transition Wave** | **Tollgate 0 (Service Delivery Centre Go Live)** |
| Hyderabad | 0.1 | 29/06/2017 |
| Guatemala City | 0.2 | 28/07/2017 |
| Bucharest | 0.3 | 10/08/2017 |
| Dalian | 0.4 | 21/09/2017 |
| Kuala Lumpur | 0.5 | 21/09/2017 |

**IN-COUNTRY TRANSITION AND COE TRANSITION**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **In-Scope Country** | **Transition Wave** | **Service delivery centre** | **Service line** | **Tollgate 1** | **Tollgate 2** | **Tollgate 3** | **Tollgate 4** | **Tollgate 5** |
| Australia | 2 | Hyderabad | AP | 28/07/2017 | 11/08/2017 | 08/09/2017 | 06/10/2017 | 03/11/2017 |
| 2 | Hyderabad | PSD | 28/07/2017 | 11/08/2017 | 08/09/2017 | 06/10/2017 | 03/11/2017 |
| 4 | Hyderabad | S2C | 01/09/2017 | 22/09/2017 | 20/10/2017 | 17/11/2017 | 15/12/2017 |
| 4 | Hyderabad | Sourcing | 01/09/2017 | 22/09/2017 | 20/10/2017 | 17/11/2017 | 15/12/2017 |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **In-Scope Country** | **Transition Wave** | **Service delivery centre** | **Service line** | **Tollgate 1** | **Tollgate 2** | **Tollgate 3** | **Tollgate 4** | **Tollgate 5** |
|  | 4 | Hyderabad | PSD | 01/09/2017 | 22/09/2017 | 20/10/2017 | 17/11/2017 | 15/12/2017 |
| 15 | Hyderabad | AP | 13/07/2018 | 27/07/2018 | 24/08/2018 | 21/09/2018 | 19/10/2018 |
| 15 | Hyderabad | Sourcing | 13/07/2018 | 27/07/2018 | 24/08/2018 | 21/09/2018 | 19/10/2018 |
| 15 | Hyderabad | S2C | 13/07/2018 | 27/07/2018 | 24/08/2018 | 21/09/2018 | 19/10/2018 |
| Bermuda | 2 | Hyderabad | AP | 28/07/2017 | 11/08/2017 | 08/09/2017 | 06/10/2017 | 03/11/2017 |
| 2 | Hyderabad | PSD | 28/07/2017 | 11/08/2017 | 08/09/2017 | 06/10/2017 | 03/11/2017 |
| 2 | Hyderabad | S2C | 28/07/2017 | 11/08/2017 | 08/09/2017 | 06/10/2017 | 03/11/2017 |
| 22 | Hyderabad | AP | 24/11/2017 | 08/12/2017 | 19/01/2018 | 16/02/2018 | 16/03/2018 |
| 22 | Hyderabad | Sourcing | 24/11/2017 | 08/12/2017 | 19/01/2018 | 16/02/2018 | 16/03/2018 |
| 22 | Hyderabad | PSD | 24/11/2017 | 08/12/2017 | 19/01/2018 | 16/02/2018 | 16/03/2018 |
| Canada | 2 | Hyderabad | AP | 28/07/2017 | 11/08/2017 | 08/09/2017 | 06/10/2017 | 03/11/2017 |
| 2 | Hyderabad | PSD | 28/07/2017 | 11/08/2017 | 08/09/2017 | 06/10/2017 | 03/11/2017 |
| 2 | Hyderabad | S2C | 28/07/2017 | 11/08/2017 | 08/09/2017 | 06/10/2017 | 03/11/2017 |
| 2 | Hyderabad | Sourcing | 28/07/2017 | 11/08/2017 | 08/09/2017 | 06/10/2017 | 03/11/2017 |
| 2 | Hyderabad | RM | 28/07/2017 | 11/08/2017 | 08/09/2017 | 06/10/2017 | 03/11/2017 |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **In-Scope Country** | **Transition Wave** | **Service delivery centre** | **Service line** | **Tollgate 1** | **Tollgate 2** | **Tollgate 3** | **Tollgate 4** | **Tollgate 5** |
|  | 10 | Hyderabad | AP | 16/03/2018 | 30/03/2018 | 27/04/2018 | 25/05/2018 | 22/06/2018 |
| 10 | Hyderabad | Sourcing | 16/03/2018 | 30/03/2018 | 27/04/2018 | 25/05/2018 | 22/06/2018 |
| 10 | Hyderabad | PSD | 16/03/2018 | 30/03/2018 | 27/04/2018 | 25/05/2018 | 22/06/2018 |
| 10 | Hyderabad | S2C | 16/03/2018 | 30/03/2018 | 27/04/2018 | 25/05/2018 | 22/06/2018 |
| China | 4 | Dalian | AP | 01/09/2017 | 22/09/2017 | 20/10/2017 | 17/11/2017 | 15/12/2017 |
| 4 | Dalian | Sourcing | 01/09/2017 | 22/09/2017 | 20/10/2017 | 17/11/2017 | 15/12/2017 |
| 4 | Dalian | PSD | 01/09/2017 | 22/09/2017 | 20/10/2017 | 17/11/2017 | 15/12/2017 |
| 4 | Dalian | S2C | 01/09/2017 | 22/09/2017 | 20/10/2017 | 17/11/2017 | 15/12/2017 |
| 4 | Dalian | RM | 01/09/2017 | 22/09/2017 | 20/10/2017 | 17/11/2017 | 15/12/2017 |
| 12 | Dalian | Sourcing | 01/12/2017 | 15/12/2017 | 12/01/2018 | 09/02/2018 | 16/03/2018 |
| 13 | Dalian | AP | 01/12/2017 | 09/03/2018 | 06/04/2018 | 04/05/2018 | 01/06/2018 |
| 13 | Dalian | PSD | 01/12/2017 | 09/03/2018 | 06/04/2018 | 04/05/2018 | 01/06/2018 |
| Channel Islands/Isle of Man | 1 | Hyderabad | Sourcing | 16/06/2017 | 30/06/2017 | 28/07/2017 | 25/08/2017 | 22/09/2017 |
| 1 | Hyderabad | PSD | 16/06/2017 | 30/06/2017 | 28/07/2017 | 25/08/2017 | 22/09/2017 |
| 1 | Hyderabad | S2C | 16/06/2017 | 30/06/2017 | 28/07/2017 | 25/08/2017 | 22/09/2017 |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **In-Scope Country** | **Transition Wave** | **Service delivery centre** | **Service line** | **Tollgate 1** | **Tollgate 2** | **Tollgate 3** | **Tollgate 4** | **Tollgate 5** |
|  | 1 | Hyderabad | RM | 16/06/2017 | 30/06/2017 | 28/07/2017 | 25/08/2017 | 22/09/2017 |
| 23 | Hyderabad | AP | 24/11/2017 | 08/12/2017 | 19/01/2018 | 16/02/2018 | 16/03/2018 |
| 23 | Hyderabad | PSD | 24/11/2017 | 08/12/2017 | 19/01/2018 | 16/02/2018 | 16/03/2018 |
| 23 | Hyderabad | RM | 24/11/2017 | 08/12/2017 | 19/01/2018 | 16/02/2018 | 16/03/2018 |
| Hang Seng | 3 | Hyderabad | AP | 01/09/2017 | 21/09/2017 | 20/10/2017 | 17/11/2017 | 15/12/2017 |
| Hong Kong | 3 | Hyderabad | AP | 01/09/2017 | 21/09/2017 | 20/10/2017 | 17/11/2017 | 15/12/2017 |
| 3 | Hyderabad | Sourcing | 01/09/2017 | 21/09/2017 | 20/10/2017 | 17/11/2017 | 15/12/2017 |
| 4 | Dalian | AP | 01/09/2017 | 22/09/2017 | 20/10/2017 | 17/11/2017 | 15/12/2017 |
| 4 | Dalian | Sourcing | 01/09/2017 | 22/09/2017 | 20/10/2017 | 17/11/2017 | 15/12/2017 |
| 4 | Dalian | PSD | 01/09/2017 | 22/09/2017 | 20/10/2017 | 17/11/2017 | 15/12/2017 |
| 4 | Dalian | S2C | 01/09/2017 | 22/09/2017 | 20/10/2017 | 17/11/2017 | 15/12/2017 |
| 4 | Dalian | RM | 01/09/2017 | 22/09/2017 | 20/10/2017 | 17/11/2017 | 15/12/2017 |
| 17 | Hyderabad | AP | 24/08/2018 | 31/08/2018 | 28/09/2018 | 26/10/2018 | 23/11/2018 |
| 17 | Kuala Lumpur | Sourcing | 24/08/2018 | 31/08/2018 | 28/09/2018 | 26/10/2018 | 23/11/2018 |
| 17 | Kuala Lumpur | PSD | 24/08/2018 | 31/08/2018 | 28/09/2018 | 26/10/2018 | 23/11/2018 |
| 17 | Kuala Lumpur | S2C | 24/08/2018 | 31/08/2018 | 28/09/2018 | 26/10/2018 | 23/11/2018 |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **In-Scope Country** | **Transition Wave** | **Service delivery centre** | **Service line** | **Tollgate 1** | **Tollgate 2** | **Tollgate 3** | **Tollgate 4** | **Tollgate 5** |
|  | 17 | Kuala Lumpur | RM | 24/08/2018 | 31/08/2018 | 28/09/2018 | 26/10/2018 | 23/11/2018 |
| India | 3 | Hyderabad | AP | 01/09/2017 | 21/09/2017 | 20/10/2017 | 17/11/2017 | 15/12/2017 |
| 3 | Hyderabad | Sourcing | 01/09/2017 | 21/09/2017 | 20/10/2017 | 17/11/2017 | 15/12/2017 |
| 3 | Hyderabad | PSD | 01/09/2017 | 21/09/2017 | 20/10/2017 | 17/11/2017 | 15/12/2017 |
| 3 | Hyderabad | S2C | 01/09/2017 | 21/09/2017 | 20/10/2017 | 17/11/2017 | 15/12/2017 |
| 14 | Hyderabad | AP | 16/02/2018 | 02/03/2018 | 30/03/2018 | 27/04/2018 | 25/05/2018 |
| 14 | Hyderabad | Sourcing | 16/02/2018 | 02/03/2018 | 30/03/2018 | 27/04/2018 | 25/05/2018 |
| 14 | Hyderabad | PSD | 16/02/2018 | 02/03/2018 | 30/03/2018 | 27/04/2018 | 25/05/2018 |
| Ireland | 1 | Hyderabad | AP | 16/06/2017 | 30/06/2017 | 28/07/2017 | 25/08/2017 | 22/09/2017 |
| 1 | Hyderabad | PSD | 16/06/2017 | 30/06/2017 | 28/07/2017 | 25/08/2017 | 22/09/2017 |
| Malta | 1 | Hyderabad | AP | 16/06/2017 | 30/06/2017 | 28/07/2017 | 25/08/2017 | 22/09/2017 |
| 1 | Hyderabad | S2C | 16/06/2017 | 30/06/2017 | 28/07/2017 | 25/08/2017 | 22/09/2017 |
| 1 | Hyderabad | PSD | 16/06/2017 | 30/06/2017 | 28/07/2017 | 25/08/2017 | 22/09/2017 |
| 24 | Hyderabad | AP | 24/08/2018 | 07/09/2018 | 05/10/2018 | 02/11/2018 | 30/11/2018 |
| 24 | Hyderabad | Sourcing | 24/08/2018 | 07/09/2018 | 05/10/2018 | 02/11/2018 | 30/11/2018 |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **In-Scope Country** | **Transition Wave** | **Service delivery centre** | **Service line** | **Tollgate 1** | **Tollgate 2** | **Tollgate 3** | **Tollgate 4** | **Tollgate 5** |
|  | 24 | Hyderabad | PSD | 24/08/2018 | 07/09/2018 | 05/10/2018 | 02/11/2018 | 30/11/2018 |
| Mexico | 9 | Guatemala | AP | 28/07/2017 | 28/07/2017 | 25/08/2017 | 22/09/2017 | 20/10/2017 |
| 9 | Guatemala | Sourcing | 28/07/2017 | 28/07/2017 | 25/08/2017 | 22/09/2017 | 20/10/2017 |
| 9 | Guatemala | PSD | 28/07/2017 | 28/07/2017 | 25/08/2017 | 22/09/2017 | 20/10/2017 |
| 9 | Guatemala | S2C | 28/07/2017 | 28/07/2017 | 25/08/2017 | 22/09/2017 | 20/10/2017 |
| 9 | Guatemala | RM | 28/07/2017 | 28/07/2017 | 25/08/2017 | 22/09/2017 | 20/10/2017 |
| Singapore | 2 | Hyderabad | AP | 28/07/2017 | 11/08/2017 | 08/09/2017 | 06/10/2017 | 03/11/2017 |
| 2 | Hyderabad | PSD | 28/07/2017 | 11/08/2017 | 08/09/2017 | 06/10/2017 | 03/11/2017 |
| 4 | Hyderabad | S2C | 01/09/2017 | 22/09/2017 | 20/10/2017 | 17/11/2017 | 15/12/2017 |
| 4 | Hyderabad | Sourcing | 01/09/2017 | 22/09/2017 | 20/10/2017 | 17/11/2017 | 15/12/2017 |
| 4 | Hyderabad | PSD | 01/09/2017 | 22/09/2017 | 20/10/2017 | 17/11/2017 | 15/12/2017 |
| 15 | Hyderabad | AP | 13/07/2018 | 27/07/2018 | 24/08/2018 | 21/09/2018 | 19/10/2018 |
| 15 | Hyderabad | Sourcing | 13/07/2018 | 27/07/2018 | 24/08/2018 | 21/09/2018 | 19/10/2018 |
| 15 | Hyderabad | S2C | 13/07/2018 | 27/07/2018 | 24/08/2018 | 21/09/2018 | 19/10/2018 |
| Switzerland | 6 | Bucharest | AP | 22/09/2017 | 22/09/2017 | 20/10/2017 | 17/11/2017 | 15/12/2017 |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **In-Scope Country** | **Transition Wave** | **Service delivery centre** | **Service line** | **Tollgate 1** | **Tollgate 2** | **Tollgate 3** | **Tollgate 4** | **Tollgate 5** |
|  | 6 | Bucharest | PSD | 22/09/2017 | 22/09/2017 | 20/10/2017 | 17/11/2017 | 15/12/2017 |
| 6 | Bucharest | S2C | 22/09/2017 | 22/09/2017 | 20/10/2017 | 17/11/2017 | 15/12/2017 |
| 11 | Bucharest | AP | 02/02/2018 | 16/02/2018 | 16/03/2018 | 13/04/2018 | 11/05/2018 |
| 11 | Bucharest | Sourcing | 02/02/2018 | 16/02/2018 | 16/03/2018 | 13/04/2018 | 11/05/2018 |
| 11 | Bucharest | PSD | 02/02/2018 | 16/02/2018 | 16/03/2018 | 13/04/2018 | 11/05/2018 |
| UAE | 2 | Hyderabad | AP | 28/07/2017 | 11/08/2017 | 08/09/2017 | 06/10/2017 | 03/11/2017 |
| 2 | Hyderabad | Sourcing | 28/07/2017 | 11/08/2017 | 08/09/2017 | 06/10/2017 | 03/11/2017 |
| 2 | Hyderabad | PSD | 28/07/2017 | 11/08/2017 | 08/09/2017 | 06/10/2017 | 03/11/2017 |
| 2 | Hyderabad | S2C | 28/07/2017 | 11/08/2017 | 08/09/2017 | 06/10/2017 | 03/11/2017 |
| 7 | Hyderabad | AP | 06/04/2018 | 13/04/2018 | 11/05/2018 | 08/06/2018 | 06/07/2018 |
| 18 | Hyderabad | AP | 06/04/2018 | 13/04/2018 | 11/05/2018 | 08/06/2018 | 06/07/2018 |
| 18 | Hyderabad | Sourcing | 06/04/2018 | 13/04/2018 | 11/05/2018 | 08/06/2018 | 06/07/2018 |
| 18 | Hyderabad | PSD | 06/04/2018 | 13/04/2018 | 11/05/2018 | 08/06/2018 | 06/07/2018 |
| 18 | Hyderabad | S2C | 06/04/2018 | 13/04/2018 | 11/05/2018 | 08/06/2018 | 06/07/2018 |
| 18 | Hyderabad | RM | 06/04/2018 | 13/04/2018 | 11/05/2018 | 08/06/2018 | 06/07/2018 |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **In-Scope Country** | **Transition Wave** | **Service delivery centre** | **Service line** | **Tollgate 1** | **Tollgate 2** | **Tollgate 3** | **Tollgate 4** | **Tollgate 5** |
| UK | 1 | Hyderabad | AP | 16/06/2017 | 30/06/2017 | 28/07/2017 | 25/08/2017 | 22/09/2017 |
| 1 | Hyderabad | Sourcing | 16/06/2017 | 30/06/2017 | 28/07/2017 | 25/08/2017 | 22/09/2017 |
| 1 | Hyderabad | PSD | 16/06/2017 | 30/06/2017 | 28/07/2017 | 25/08/2017 | 22/09/2017 |
| 1 | Hyderabad | S2C | 16/06/2017 | 30/06/2017 | 28/07/2017 | 25/08/2017 | 22/09/2017 |
| 1 | Hyderabad | RM | 16/06/2017 | 30/06/2017 | 28/07/2017 | 25/08/2017 | 22/09/2017 |
| 19 | Hyderabad | Sourcing | 24/11/2017 | 08/12/2017 | 19/01/2018 | 16/02/2018 | 16/03/2018 |
| US | 2 | Hyderabad | AP | 28/07/2017 | 11/08/2017 | 08/09/2017 | 06/10/2017 | 03/11/2017 |
| 2 | Hyderabad | Sourcing | 28/07/2017 | 11/08/2017 | 08/09/2017 | 06/10/2017 | 03/11/2017 |
| 2 | Hyderabad | S2C | 28/07/2017 | 11/08/2017 | 08/09/2017 | 06/10/2017 | 03/11/2017 |
| 2 | Hyderabad | PSD | 28/07/2017 | 11/08/2017 | 08/09/2017 | 06/10/2017 | 03/11/2017 |
| 8 | Hyderabad | AP | 01/09/2017 | 08/09/2017 | 06/10/2017 | 03/11/2017 | 01/12/2017 |
| 8 | Hyderabad | Sourcing | 01/09/2017 | 08/09/2017 | 06/10/2017 | 03/11/2017 | 01/12/2017 |
| 8 | Hyderabad | PSD | 01/09/2017 | 08/09/2017 | 06/10/2017 | 03/11/2017 | 01/12/2017 |
| 8 | Hyderabad | S2C | 01/09/2017 | 08/09/2017 | 06/10/2017 | 03/11/2017 | 01/12/2017 |
| 8 | Hyderabad | RM | 01/09/2017 | 08/09/2017 | 06/10/2017 | 03/11/2017 | 01/12/2017 |
| GFC Krakow | 5 | Bucharest | AP | 08/09/2017 | 22/09/2017 | 18/10/2017 | 17/11/2017 | 15/12/2017 |

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| **In-Scope Country** | **Transition Wave** | **Service delivery centre** | **Service line** | **Tollgate 1** | **Tollgate 2** | **Tollgate 3** | **Tollgate 4** | **Tollgate 5** |
|  | 5 | Bucharest | PSD | 08/09/2017 | 22/09/2017 | 18/10/2017 | 17/11/2017 | 15/12/2017 |

**APPENDIX 15E: ACCEPTANCE CRITERIA**

**CENTRAL TRANSITION**

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| --- | --- | --- | --- |
| **Service Delivery Centre Set Up** | **Transition Activity** | **Transition Deliverable / Output (if applicable)** | **Acceptance Criteria** |
| Physical | Workspace allocated for initial Transition Wave with agreed plans in place for future Transition Waves. | Service Delivery Centre capacity plans, including dates, in place and aligned to the Transition plan | Signed off by GP Service Delivery Lead |
| Physical site security confirmed | GP written confirmation | Signed off by GP Service Delivery Lead |
| Onboarding collateral for new CELEBRATION BANK teams developed. | CELEBRATION BANK dedicated materials | Signed off by GP Service Delivery Lead and CELEBRATION BANK as fit for purpose and available for pre- processing training |
| Systems | PRO COE location 'infrastructure' connectivity in place and tested for access to Citrix | System Access confirmation submitted to CELEBRATION BANK IT Lead | Signed off by CELEBRATION BANK IT Lead |
| Virtual LAN in place to ensure CELEBRATION BANK network access separated from other Supplier clients | Written confirmation that VDI is tested and available | Signed off by CELEBRATION BANK IT Lead |
| GP Desktops available with appropriate desktop tools available, MS Office, mail etc | GP written confirmation | Signed off by Supplier Service Delivery Lead |

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| **Service Delivery Centre Set Up** | **Transition Activity** | **Transition Deliverable / Output (if applicable)** | **Acceptance Criteria** |
|  | PSD Solution tested and available for use | Written confirmation that PSD Testing complete and PSD available for use – including email addresses | Signed off by CELEBRATION BANK Transition Lead |
| S2C Engine tested and available for use | Written confirmation that PSD Testing complete and PSD available for use | Signed off by CELEBRATION BANK IT Lead, Emptoris Training Lead, CELEBRATION BANK Transition Lead |
| Appropriate Licensing in place for all CELEBRATION BANK supporting systems | Copies of the relevant licence terms Confirmation from PRO | Signed off by IT Lead |
| Telephony | Telephone connectivity available and tested | Test report for all lines are set up | Signed off by CELEBRATION BANK IT and CELEBRATION BANK Transition Lead |
| IVR Set Up completed and tested | IVR in place for all countries and languages – Test report provided | Signed off by CELEBRATION BANK IT Lead |
| Operational Readiness | Operational Management in place |  | Signed off by GP Service Delivery Lead and CELEBRATION BANK Procurement BPO |
| Enterprise Risk - Control Framework Design and Process Control Testing in place |  | Signed off by CELEBRATION BANK Transition Lead |
| Middle Office Set up complete |  | Signed off by CELEBRATION BANK Procurement BPO |
| Operational governance confirmed ready to launch in line with SCD |  | Signed off by GP Service Delivery Lead |

**IN-COUNTRY TRANSITION AND COE TRANSITION**

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| --- | --- | --- | --- |
| **Tollgate** | **Transition Activity** | **Transition Deliverable/ Output** | **Acceptance Criteria** |
| **1 (Sol ID)** | For the avoidance of doubt, the Solution ID Phase and Sol ID Report shall not result in any Changes to any aspect of this Global Services Agreement or a Local Services Agreement, including, in particular, any changes to the scope of the Services, the Outcomes, Key Metrics, KPIs, the Charges, the CELEBRATION BANK Responsibilities or the Tollgate Dates. | Sol ID report containing:   * Required FTE numbers | * Complete Sol ID Report and findings signed off by HOP and Global Process Owners (exceptions to Global Blueprint documented and approved). * Process maps to be signed off as effective by local country SMEs and exceptions confirmed by S2C or R2P Global Heads. * KT Plan signed off by Transition Lead and HOP. * Ramp-Up and Hypercare plans agreed with local HoPs and SMEs. * Performance metric requirements agreed and signed off by HoPS and SMEs. |
| * Alignment of scope of work |
| * Team Charter |
| * Establish local governance teams |
| * Work timings and holiday calendar |
| * Confirmation of country systems solution (which the Supplier will have to work with) |
| * Baseline data gathering, including volume data for 3-6 months (3 months min) |
| * Operational backlog approach and handover of backlog approach agreed, including date for handover |
| * Review of as-is and adapted process maps in order to develop Level 3 process maps documented and signed by appropriate Global Design lead, including any agreed country level workarounds. |
| * Document segregation of duties and controls in line with the Level 3 process maps. |

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| **Tollgate** | **Transition Activity** | **Transition Deliverable/ Output** | **Acceptance Criteria** |
|  | Develop KT approach & capture inputs to prepare KT Plan | KT Plan including:   * KT Approach - SME travel to in country/COE Vs Train the trainer. Day by day training schedule with agreed assessment criteria. |  |
|  |  | * Inclusion of KT assessment criteria aligned to CELEBRATION BANK performance metric requirements which shall be no more rigorous than the CELEBRATION BANK Current Standard (as defined in schedule 2 (*Outcomes, Service Levels and Service Credits*)), for this stage only. |  |
|  | Risk Register | Risk Register, to include country level risks and dependencies. |  |
|  | Ramp-Up and Hypercare plan | Ramp-Up and Hypercare plan, including Continuous Improvement Plan (as defined in schedule 2 (*Outcomes, Service Levels and Service Credits*)), including CELEBRATION BANK Current Standards. |  |
| **2 (Pre-Process Training and System Set Up)** | Create SOP tracker | Log of SOPs and status |  |
| Recruitment | All required resources onboarded |  |
| Create adapted IT solution – Infra, tools, mailroom, Voice | PSD S2C  Telephony solution available Systems access provided and tested  Scanning/OCR and indexing solutions | UAT template provided and accepted by CELEBRATION BANK Transition and IT Managers  Telephony solution tested successfully Telephone lines tested successfully Call monitoring tested successfully |

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| **Tollgate** | **Transition Activity** | **Transition Deliverable/ Output** | **Acceptance Criteria** |
|  |  | available | Scanning solution and OCR confirmed and solution tested  Emptoris testing and training complete Sign off certificate from CELEBRATION BANK IT Lead |
|  | Complete Supplier resources IT application access | User names and roles with system access templates completed | All users have required system access. |
|  | Conduct connectivity & Infra test | Test plan agreed | Citrix testing completed and signed off by CELEBRATION BANK IT Managers. |
|  | Supplier site readiness | OPC Certificate | OPC Certificate signed off (by Supplier). |
|  | Complete pre-process training & conduct assessments | Stage 2 gate certification | Provision of Stage 2 gate certification including confirmation of successful training for all Supplier individuals providing Services during KT. |
|  | Risk Register (process & project) | Updated Risk Register. |  |
|  | Update existing documents / training materials |  | Training materials complete and ready for KT signed-off by PRO Training lead and CELEBRATION BANK SMEs. |
| **3 (KT)** | Create & sign off SOP's | SOP template finalised and signed off as complete. | Exceptions to standard processes confirmed and signed off by Global Process Owners.  SOPs have been tested, signed off by local SMEs and HOP as effective and are aligned to and consistent with all global and local policies, procedures and controls. |
| Monitor training progress – KTI | Weekly progress updates and tracking against assessment criteria agreed during Sol ID. | All skills assessment targets for all teams met or exceeded and training certificates submitted.  All CELEBRATION BANK Mandatory Training has been successfully completed by all Supplier resources |

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| **Tollgate** | **Transition Activity** | **Transition Deliverable/ Output** | **Acceptance Criteria** |
|  |  |  | and training certificate submitted. |
|  | Revalidate | Confirmation of Sol ID findings. | Changes to SolID Report to be agreed with CELEBRATION BANK and revised report signed off by HOP and Global Process Owners. |
|  | IT & Infra readiness | UAT complete | All applications tested by CELEBRATION BANK and available for training |
|  | Confirm dashboards for Ramp-Up | Updated Ramp Up and Hypercare Plan. | Ramp Up and Hypercare Plan signed off. |
|  | Received backlog data and cutover plan | Cutover Plan. | Signed off Cutover Plan agreed with HOP and SMEs. |
|  | Operational readiness | Draft BCDR Plan updates, including agreed categorisation of Mission Critical Services | CELEBRATION BANK Retained Organisation and relevant governance structures are in position - confirmed through Go/No Go Meeting.  Achievement of Key Metrics and KPIs in accordance with schedule 2 (*Outcomes, Service Levels and Service Credits*) - to be reviewed and signed off by HOP in Go/No Go Meeting.  Business Readiness requirements, including draft BCDR Plan and testing agreed with HOP. Confirmed through Go/No Go by Transition Manager and HOP.  Staff have access to all appropriate policies and procedures - confirmed through Go/No Go Meeting certification |
|  | LTO | License to Operate (LTO) | LTO Certificates completed and provided. |

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| **Tollgate** | **Transition Activity** | **Transition Deliverable/ Output** | **Acceptance Criteria** |
| **Successful Ramp-Up)** |  |  | 100% of volume being processed by the Supplier. Performance meeting or surpassing current CELEBRATION BANK standards agreed during Tollgate 1  Handover of all in flight sourcing projects - as per cutover plan agreed with HOP |
| Update process maps / SOP's | Updated process maps / SOPs (if any) | If changed, processes have been tested, signed off as effective by HOP and SME and are aligned to all global and local policies, procedures and controls.  Operating Manual signed off |
| **4 (** |  |  |  |
| General Exit Plan (first Transition Wave only) |  | Signed-off by Chief Operations Officer, Procurement |
| Roll out Voice Of Customer |  | Signed off by local HOP and key stakeholders. |
| **5 (Go Live)** | Hypercare issues documented | Issues log | Issues log maintained throughout Hypercare: remedial actions agreed for all open issues and all major issues closed as part of Go/No-Go Meeting. |
| Processes and Service in steady state | BCDR test plan | Sign off by local HoP of successful Hypercare Period completed to CELEBRATION BANK 's satisfaction  Confirmation of continued achievement of KPIs and Key Metrics and status against target in accordance with schedule 2 (*Outcomes, Service Levels and Service Credits*) - to be reviewed and signed off by HOP in Go/No Go Meeting. |
| Communication of Business as |  | Major issues resolved - final list of any open issues to be reviewed through Go/No-Go |

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| **Tollgate** | **Transition Activity** | **Transition Deliverable/ Output** | **Acceptance Criteria** |
|  | Usual |  | Meeting and closure dates agreed. |
| Transition Wave Close Down | Transition Wave Close Down Report including summary of all activity undertaken and all open issues, including actions to close. | Signed off Transition Wave Close Down Report by HOP and Head of BPO. |

## SCHEDULE 16: INSURANCE REQUIREMENTS

1. **Insurance Requirements**
   1. The Supplier shall, at its own expense, procure adequate policies of insurance in respect of the Supplier's relevant potential liabilities arising out of or in connection with the Global Services Agreement and any and all Local Services Agreements, including:
      1. employer's liability insurance (including cover in respect of death, personal injury and/or disability) for not less than £5 million per claim and £5 million in aggregate per annum for UK and globally not less than US$1 million per employee and per accident or as required by law;
      2. public liability insurance including coverage for product liability of not less than US$10 million per occurrence and US$10 million in aggregate per annum and these insurance limits may be achieved by a combination of primary and/or umbrella/excess liability policies;
      3. professional indemnity / network security / internet liability insurance for not less than US$10 million per claim and US$10 million in aggregate per annum;
      4. all risks property insurance on a replacement cost basis insuring the Supplier's real and personal property and extra expense covering not less than the full property value as verified by the insurer annually;
      5. Commercial Crime covering employee dishonesty in an amount of at least US$10 million per claim and US$10 million in aggregate per annum; and
      6. any other insurance required by Applicable Law.
   2. The Supplier shall, in respect of each Insurance Policy, procure that it is:
      1. maintained throughout the Term and each LSA Term and, in the case of any Insurance Policy issued on a claims made basis, for three (3) years immediately following the expiry or termination of the Global Services Agreement and Local Services Agreement, in each case with an insurer with good financial standing and which has a Standard & Poor's (or equivalent) credit rating of not less than Grade A- (or equivalent) or that is acceptable to CELEBRATION BANK ; and
      2. obliged to respond to any relevant loss being claimed under the relevant policy first prior to any insurance policy of CELEBRATION BANK responding (if this is applicable).
   3. The Supplier shall:
      1. within ten (10) days of the GSA Effective Date;
      2. within thirty (30) days of each anniversary of the renewal date of the Insurance Policy; and
      3. otherwise within five (5) days of a written request from CELEBRATION BANK or an CELEBRATION BANK Group Member,

furnish or procure the furnishing of insurance certificate as evidence to CELEBRATION BANK to demonstrate that the Insurance Policies have been procured and maintained in force in accordance with this schedule 16.

* 1. The Supplier shall, at its own expense, at all times during the period specified in schedule 16:
     1. comply with all requirements of the relevant insurers for each Insurance Policy;
     2. not undertake any act or omission which vitiates or prejudices (or which is reasonably likely to invalidate, impair or prejudice) the Supplier rights under any Insurance Policy and/or to monies payable under any Insurance Policy; and
     3. promptly notify CELEBRATION BANK in writing:
        1. of any adverse material changes to the level, type or other material provisions of any Insurance Policy from those in force at the Effective Date;
        2. of any cancellation or rescission of any Insurance Policy for any reason (and in any event not more than ten (10) Business Days following receipt of notice of such cancellation or rescission); and
        3. when the Supplier becomes aware of any fact, relevant circumstance or matter which has caused or is reasonably likely to cause the relevant insurer to give notice to cancel, rescind, suspend or avoid any insurance or any cover or claim under any Insurance Policy.
  2. If at any time during the period specified in paragraph 1.2 above, the Supplier fails to comply with its obligations in under this schedule 16, CELEBRATION BANK may, without prejudice to its other rights and remedies, terminate the Global Services Agreement and all Local Services Agreements with immediate effect by giving prior written notice of thirty (30) days to the Supplier to that effect.
  3. If the Supplier makes a claim under an Insurance Policy in connection with any loss incurred or suffered by CELEBRATION BANK or an CELEBRATION BANK Group Member arising out of or in connection with the Global Services Agreement and any Local Services Agreement, the Supplier shall promptly notify CELEBRATION BANK of the loss and keep CELEBRATION BANK informed throughout claims process.
  4. The liability of the Supplier in connection with the Global Services Agreement and any and all Local Services Agreements is not limited by the requirement in this clause to purchase and maintain the Insurance Policies.

## SCHEDULE 17: APPROVED LOCATIONS

1. **APPROVED LOCATIONS**
   1. The Approved Locations are as follows:

|  |  |
| --- | --- |
| **Delivery Centre** | **Address** |
| China-Dalian | No. 30 East Road Software Park, Dalian, China |
| India-Hyderabad | PRO India Pvt Ltd 7th Floor, Bldg # 8  Raheja IT Park, IT/ITES SEZ Pocharam Village  Ghatkesar Mandal, Ranga Reddy District Hyderabad - 500088  Telangana |
| Bucharest-Romania | HERMES Business Park  5-7 Dimitrie Pompeiu Blvd 020335, Building A Bucharest, Romania |
| Kuala Lumpur- Malaysia | Sunway Geo Tower, Level 13, Jalan Lagoon Selatan, Sunway City 47500 Selangor. |
| Guatemala | Avenida Petapa, 50-75,  Zona 12, Plaza Canada Ciudad de Guatemala |

|  |  |
| --- | --- |
| **Data Centre only** | **Address** |
| India- Silokhera | DLF Silokhera, SEZ Tower A1, Sector 30, Gurgaon 122002, Haryana, India |

## SERVICE LOCATIONS

* 1. The Services provided to an In-Scope Country may all only be provided from the following Approved Locations: any changes must be agreed in writing by CELEBRATION BANK via the Change Control Procedure.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Approved Location** | | | | |
| **Service Line**  **In-Scope Country** | **Purchasing Procurement Support Desk** | **Accounts Payable** | **Requisition Management** | **Operational Sourcing** | **Source 2 Contract** |
| Australia | India | India | India | India | India |
| Belgium | (AP only)- Bucharest | India & Bucharest | N/A | N/A | N/A |
| Bermuda | India | India | India | India | India |
| Canada | India | India | India | India | India |
| Channel Islands & Isle of Man | India | India | India | India | India |
| China | China | China | China | China | China |
| Czech Republic | (AP only)- Bucharest | India & Bucharest | N/A | N/A | N/A |
| Hong Kong | Kuala Lumpur | India / Kuala Lumpur | Kuala Lumpur | Kuala Lumpur | Kuala Lumpur |
| India | India | India | India | India | India |
| Ireland | India | India | India | India | India |
| Luxembourg | (AP only)- Bucharest | India & Bucharest | N/A | N/A | N/A |
| Malta | India | India | India | India | India |
| Mexico | Guatemala | India & Guatemala | Guatemala | Guatemala | Guatemala |
| Netherlands | (AP only)- Bucharest | India & Bucharest | N/A | N/A | N/A |
| Singapore | India | India | India | India | India |
| Spain | (AP only)- Bucharest | India & Bucharest | N/A | N/A | N/A |
| Switzerland | Bucharest | India & Bucharest | Bucharest | Bucharest | Bucharest |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Approved Location** | | | | |
| **Service Line**  **In-Scope Country** | **Purchasing Procurement Support Desk** | **Accounts Payable** | **Requisition Management** | **Operational Sourcing** | **Source 2 Contract** |
| UAE | India | India | India | India | India |
| UK | India | India | India | India | India |
| USA | India | India | India | India | India |

## HOURS OF OPERATION

* 1. The Supplier will provide the Services to the In-Scope Countries as a minimum during the following hours. These support hours are detailed in the local time-zone hours for the In- Scope Country being supported by Service Line. Where an In-Scope Country has more than one time-zone, the Supplier will provide the Services for the relevant local hours for each of the time-zone(s) in the In-Scope Country.
  2. "Support Days" in the relevant In-Scope Country shall not include any day which is a national public holiday in that In-Scope Country.

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| --- | --- | --- | --- | --- | --- | --- |
| **In-Scope Country/Serv ice Location** | **Support Days (All Services)** | **Purchasing Procuremen t Support Desk** | **Accounts Payable** | **Requisition Management** | **Operational Sourcing** | **Source 2 Contract** |
| Australia | Monday to Friday | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 |
| Belgium | 08:30 to  17:30 | 08:30 to  17:30 | N/A | N/A | N/A |
| Bermuda | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 |
| Canada | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 |
| Channel Islands & Isle of Man | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 |
| China | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 |

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| --- | --- | --- | --- | --- | --- | --- |
| **In-Scope Country/Serv ice Location** | **Support Days (All Services)** | **Purchasing Procuremen t Support Desk** | **Accounts Payable** | **Requisition Management** | **Operational Sourcing** | **Source 2 Contract** |
| Czech Republic |  | 08:30 to  17:30 | 08:30 to  17:30 | N/A | N/A | N/A |
| Hong Kong | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 |
| India | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 |
| Ireland | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 |
| Luxembourg | 08:30 to  17:30 | 08:30 to  17:30 | N/A | N/A | N/A |
| Malta | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 |
| Mexico | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 |
| Netherlands | 08:30 to  17:30 | 08:30 to  17:30 | N/A | N/A | N/A |
| Singapore | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 |
| Spain | 08:30 to  17:30 | 08:30 to  17:30 | N/A | N/A | N/A |
| Switzerland | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 |
| UAE | Sunday to Thursday | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 |
| UK | Monday to Friday | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 |
| USA | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 | 08:30 to  17:30 |

## LANGUAGES SUPPORT

* 1. The Supplier will provide the Services to the relevant In-Scope Country for written content and spoken languages in line with the table below.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **In-Scope Country/Se rvice Location** | **Purchasing Procurement Support Desk** | **Accounts Payable** | **Requisition Management** | **Operational Sourcing** | **Source 2 Contract** |
| Australia | Written – English  Verbal - English | Written – English  Verbal - English | Written – English  Verbal - English | Written – English  Verbal - English | Written – English  Verbal - English |
| Belgium | Written – Dutch/French/E nglish  Verbal – Dutch/French/E nglish | Written – Dutch/English  Verbal – Dutch/English | N/A | N/A | N/A |
| Bermuda | Written – English  Verbal - English | Written – English  Verbal - English | Written – English  Verbal - English | Written – English  Verbal - English | Written – English  Verbal - English |
| Canada | Written – French/English  Verbal – English | Written – French/English  Verbal – English | Written – French/English  Verbal – English | Written – French/English  Verbal – English | Written – French/English  Verbal – English |
| Channel Islands & Isle of Man | Written – English  Verbal - English | Written – English  Verbal - English | Written – English  Verbal - English | Written – English  Verbal - English | Written – English  Verbal - English |
| China | Written – Simplified Chinese/English  Verbal - Mandarin/Englis h | Written – Simplified Chinese/English  Verbal - Mandarin/Englis h | Written – Simplified Chinese/English  Verbal - Mandarin/Englis h | Written – Simplified Chinese/English  Verbal - Mandarin/Englis h | Written – Simplified Chinese/English  Verbal - Mandarin/Englis h |
| Czech Republic | Written – Czech/English  Verbal – Czech/English | Written – Czech/English  Verbal – Czech/English | N/A | N/A | N/A |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **In-Scope Country/Se rvice Location** | **Purchasing Procurement Support Desk** | **Accounts Payable** | **Requisition Management** | **Operational Sourcing** | **Source 2 Contract** |
| Hong Kong | Verbal – English/Cantone se/Mandarin  Written – Chinese/English  /Simplified Chinese | Verbal – English/Cantone se/Mandarin  Written – Chinese/English  /Simplified Chinese | Verbal – English/Cantone se/Mandarin  Written – Chinese/English  /Simplified Chinese | Verbal – English/Cantone se/Mandarin  Written – Chinese/English  /Simplified Chinese | Verbal – English/Cantone se/Mandarin  Written – Chinese/English  /Simplified Chinese |
| India | Written – English  Verbal - English | Written – English  Verbal - English | Written – English  Verbal - English | Written – English  Verbal - English | Written – English  Verbal - English |
| Ireland | Written – English  Verbal - English | Written – English  Verbal - English | Written – English  Verbal - English | Written – English  Verbal - English | Written – English  Verbal - English |
| Luxembour g | Written – English/French/ German  Verbal – English/French/ German | Written – English/French/ German  Verbal – English/French/ German | N/A | N/A | N/A |
| Malta | Written – English  Verbal - English | Written – English  Verbal - English | Written – English  Verbal - English | Written – English  Verbal - English | Written – English  Verbal - English |
| Mexico | Written – Spanish/English  Verbal – Spanish/English | Written – Spanish/English  Verbal – Spanish/English | Written – Spanish/English  Verbal – Spanish/English | Written – Spanish/English  Verbal – Spanish/English | Written – Spanish/English  Verbal – Spanish/English |
| Netherlands | Written – Dutch/English  Verbal – Dutch/English | Written – Dutch/English  Verbal – Dutch/English | N/A | N/A | N/A |
| Singapore | Written – English  Verbal - English | Written – English  Verbal - English | Written – English  Verbal - English | Written – English  Verbal - English | Written – English  Verbal - English |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **In-Scope Country/Se rvice Location** | **Purchasing Procurement Support Desk** | **Accounts Payable** | **Requisition Management** | **Operational Sourcing** | **Source 2 Contract** |
| Spain | Written – Spanish/English  Verbal – Spanish/English | Written – Spanish/English  Verbal – Spanish/English | N/A | N/A | N/A |
| Switzerland | Written – English/French  Verbal – English/French | Written - English/French  Verbal – English/French | Written - English/French  Verbal – English/French | Written - English/French  Verbal – English/French | Written - English/French  Verbal – English/French |
| UAE | Written - English/Arabic  Verbal – English/Arabic | Written - English/Arabic  Verbal – English/Arabic | Written - English/Arabic  Verbal – English/Arabic | Written - English/Arabic  Verbal – English/Arabic | Written - English/Arabic  Verbal – English/Arabic |
| UK | Written – English  Verbal - English | Written – English  Verbal - English | Written – English  Verbal - English | Written – English  Verbal - English | Written – English  Verbal - English |
| USA | Written – English  Verbal - English | Written – English  Verbal - English | Written – English  Verbal - English | Written – English  Verbal - English | Written – English  Verbal - English |

## SCHEDULE 18: APPROVED SUB CONTRACTORS

**Wipro Limited:** for the provision IT support services to the Supplier.

## SCHEDULE 19: LOCAL SERVICES AGREEMENT NOT USED

**SCHEDULE 20:** **DATA PROTECTION ADDENDUM**

This Data Protection Addendum (**"Addendum"**) forms part of the Global Services Agreement between the Supplier and CELEBRATION BANK .

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Global Services Agreement.

## DEFINITIONS

* 1. In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

**"Applicable Laws"** means (a) European Union or Member State laws with respect to any CELEBRATION BANK Personal Data in respect of which CELEBRATION BANK or any CELEBRATION BANK Group Member is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any CELEBRATION BANK Personal Data, in respect of which CELEBRATION BANK or any CELEBRATION BANK Group Member is subject to any other Data Protection Laws;

**"Data Subject Access Request"** means a request from a Data Subject to exercise their right under Art. 15 GDPR to receive a copy of personal data receiving him/her from the relevant data controller or similar right under any Applicable Law;

**"Personal Data Breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, CELEBRATION BANK Personal Data;

**"Relevant Date"** means the date of cessation of the Services involving the Processing of the CELEBRATION BANK Personal Data;

**"Restricted Transfer"** means either (i) a transfer of Personal Data from CELEBRATION BANK or any CELEBRATION BANK Group Member (**"Transferor"**) to Supplier or any Subprocessor (**"Transferee"**); or (ii) an onward transfer from Supplier or a Subprocessor to a Subprocessor or Supplier, or between two establishments of the Supplier or a Subprocessor (in either case, also a **"Transferee"**), in each case where such transfer would be prohibited by Data Protection Laws or data transfer agreements in the absence of the Standard Contractual clauses to be established under section 6.2(a) or 12 below. For the avoidance of doubt: (a) without limitation to the generality of the foregoing, the parties to this Addendum intend that transfers of Personal Data from the UK to the EEA or from the EEA to the UK, following any exit by the UK from the European Union shall be Restricted Transfers for such time and to such extent that such transfers would be prohibited by UK Data Protection Laws or EU Data Protection Laws (as the case may be) in the absence of the Standard Contractual clauses to be established under section 6.2(a) or 12 below; and (b) where a transfer of Personal Data from one country to another country is of a type authorised by Data Protection Laws in the exporting country for example in the case of transfers from within the European Union to a country or scheme (such as the US Privacy Shield) which is approved by the European Commission as ensuring an adequate level of protection or any transfer which falls within a permitted derogation, such transfer shall not be a Restricted Transfer;

**"Standard Contractual clauses"** means (i) the standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of protection as set out in appendix 2, as updated, amended, replaced or superseded from time to time by the European Commission; or (ii) where required from time to time by a

Supervisory Authority for use with respect to any specific Restricted Transfer, any other set of contractual clauses or other similar mechanism approved by such Supervisory Authority or by Applicable Laws for use in respect of such Restricted Transfer, as updated, amended, replaced or superseded from time to time by such Supervisory Authority or Applicable Laws;

**"Subprocessor"** means those entities appointed by or on behalf of Supplier to Process CELEBRATION BANK Personal Data on behalf of CELEBRATION BANK or any CELEBRATION BANK Group Member in connection with the Global Services Agreement (excluding individual employees of any Supplier, Supplier Affiliate or Sub Contractor);

**"Supervisory Authority"** means (a) an independent public authority which is established by a Member State pursuant to Article 51 GDPR; and (b) any similar regulatory authority responsible for the enforcement of Data Protection Laws in a Third Country;

**"Third Country"** means a country which is not a Member State of the European Union.

## DATA PROCESSING TERMS

* 1. The parties acknowledge that, in the course of providing the Services to CELEBRATION BANK and CELEBRATION BANK Group Members pursuant to the Global Services Agreement or any Local Services Agreement, Supplier (or Subprocessors, authorised in accordance with the requirements of section 12 below, on its behalf) may Process CELEBRATION BANK Personal Data on behalf of CELEBRATION BANK or any CELEBRATION BANK Group Member. Supplier agrees to comply with the following provisions with respect to the CELEBRATION BANK Personal Data.

## PROCESSING OF CELEBRATION BANK PERSONAL DATA

* 1. Supplier shall (and shall ensure that each Subprocessor shall):
     1. protect CELEBRATION BANK Personal Data as Confidential Information;
     2. (i) Process CELEBRATION BANK Personal Data in accordance with the terms of the Global Services Agreement and for the specific purposes set out in appendix 1 to this Addendum and (ii) not Process, transfer, modify, amend or alter the CELEBRATION BANK Personal Data or disclose or permit the disclosure of the CELEBRATION BANK Personal Data to any third party other than in accordance with CELEBRATION BANK 's documented instructions (whether in the Global Services Agreement, including this Addendum, or otherwise) unless Processing is required by Applicable Laws to which Supplier or the relevant Subprocessor is subject, in which case Supplier shall to the extent permitted by Applicable Laws inform CELEBRATION BANK of that legal requirement before the relevant Processing of that Personal Data;
     3. comply with all reasonable instructions of CELEBRATION BANK in relation to any such CELEBRATION BANK Personal Data, including any registration and/or notification requirements, providing at all times full co-operation and assistance following requests from any regulator and as required by the Data Protection Laws (i) amending or deleting the CELEBRATION BANK Personal Data, or (ii) entering into any further contracts or paperwork (including where required by CELEBRATION BANK any data processing agreement between CELEBRATION BANK and the Supplier);
     4. notify CELEBRATION BANK promptly if, in the Supplier's opinion, any instruction received from CELEBRATION BANK infringes the Data Protection Laws;
     5. not otherwise process CELEBRATION BANK Personal Data in any way contrary to any applicable Data Protection Laws or in such a way so as to place CELEBRATION BANK in breach of any applicable Data Protection Laws;
     6. not sell, trade, rent or license CELEBRATION BANK Personal Data to any third parties. The Supplier shall not disclose CELEBRATION BANK Personal Data to a third party other than at CELEBRATION BANK 's specific request or as otherwise set out in the Global Services Agreement and relevant Local Services Agreement; and
     7. create and maintain a register setting out:
        1. the types of CELEBRATION BANK Personal Data and categories of data subject whose personal data are processed during the provision of the Services;
        2. each form of transfer of CELEBRATION BANK Personal Data authorised by CELEBRATION BANK from time to time; and
        3. a description of the technical and organisational measures adopted by the Supplier to protect the CELEBRATION BANK Personal Data in accordance with section 5 below,

and the Supplier shall make these records available to CELEBRATION BANK when required.

* 1. The Supplier shall not disclose the CELEBRATION BANK Personal Data to any Data Subject or third party other than at the request of CELEBRATION BANK or as provided for in the Global Services Agreement and/or any relevant Local Services Agreement.
  2. For the purposes set out in section 3.1(b) above, CELEBRATION BANK hereby instructs the Supplier (and authorises the Supplier to instruct each Subprocessor) to transfer CELEBRATION BANK Personal Data to any Third Country always provided that the Supplier shall comply with section 6 (Subprocessing) and section 12 (Restricted Transfers of CELEBRATION BANK Personal Data).
  3. The Supplier shall immediately notify CELEBRATION BANK of any actual, suspected or alleged breach of the provisions of this Data Protection Addendum or clause 8 (*Data Protection*) of the Global Services Agreement, or any other provision of the Global Services Agreement or any Local Services Agreement that relates to CELEBRATION BANK Personal Data, including following any data breach, loss of data, cyber-attack, complaint, allegation or request made (including by any Regulatory Authority) relating to the CELEBRATION BANK Personal Data.
  4. Subject always to the provisions of section 7 (Data Subject Rights) and section 8 (Personal Data Breach), the Supplier shall provide full co-operation and assistance to CELEBRATION BANK in relation to any such notification, data breach, loss of data, cyber-attack, complaint, allegation or request including by providing full details of any such incident, complaint, allegation or request together with a copy of the CELEBRATION BANK Personal Data held by the Supplier in relation to the affected Data Subject(s) within five (5) Business Days of receipt of a request for the affected CELEBRATION BANK Personal Data, or any such shorter time period reasonably specified by CELEBRATION BANK in order to enable CELEBRATION BANK to comply with applicable Data Protection Laws.

## SUPPLIER PERSONNEL

* 1. Without prejudice to the Supplier's other obligations and responsibilities pursuant to the Global Services Agreement and Local Services Agreements, the Supplier shall (and shall

ensure that each Subprocessor shall) take reasonable steps to ensure the reliability of any employee, agent or contractor of the Supplier or any Subprocessor who may have access to the CELEBRATION BANK Personal Data, ensuring in each case that access is strictly limited to those individuals who need to access the relevant CELEBRATION BANK Personal Data, as strictly necessary to perform the Services and to comply with applicable Data Protection Laws in the context of that individual's duties to the Supplier or the relevant Subprocessor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

## SECURITY

* 1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Supplier shall (and shall ensure that each Subprocessor shall) implement appropriate technical and organizational measures in respect of the CELEBRATION BANK Personal Data to ensure a level of security appropriate to the risk, including without limitation by implementing:
     1. those measures set out in clause 9 (*Information Security*) of the Global Services Agreement and any additional measures required by the Global Services Agreement or any Local Services Agreement;
     2. from such time as the GDPR applies, as appropriate, the measures referred to in Article 32(1) of the GDPR; and
     3. other measures as required by any applicable Data Protection Laws,

and shall have in place a process for regularly testing, assessing and evaluating the effectiveness of the organisational and technical security measures.

* 1. In assessing the appropriate level of security the parties shall (and the Supplier shall ensure that each Subprocessor shall) take account in particular of the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to CELEBRATION BANK Personal Data transmitted, stored or otherwise Processed.

## SUBPROCESSING

* 1. The Supplier shall not permit any other party (including any Subprocessor) to use, store, host, access or process any CELEBRATION BANK Personal Data without having obtained prior written consent from CELEBRATION BANK in advance of such use, storage, hosting, access or processing taking place, in accordance with this section 6.
  2. The Supplier shall provide CELEBRATION BANK with prior written notice regarding the appointment of any Subprocessor which includes details of the Processing to be undertaken by the Subprocessor. With respect to each Subprocessor, the Supplier shall:
     1. before the Subprocessor first Processes CELEBRATION BANK Personal Data, carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for CELEBRATION BANK Personal Data required by the Global Services Agreement (including this Addendum);
     2. should CELEBRATION BANK consent to the sub-contracting of processing of CELEBRATION BANK Personal Data, ensure that the arrangement between the Supplier (or the relevant intermediate Subprocessor) and the Subprocessor is governed by a written contract including terms which are no less onerous than those set out in this Addendum. Upon request, the Supplier shall provide a copy of its (and its Subprocessors') agreements with Subprocessors to CELEBRATION BANK for its review;
     3. insofar as that arrangement involves a Restricted Transfer, ensure that terms which are the same as the EU Commission's then-current version of the Standard Contractual clauses (and/or any such other arrangements approved and endorsed as adequate by the EU Commission), and subject always to CELEBRATION BANK 's approval, are at all relevant times incorporated into the contract between the Supplier (or the relevant intermediate Subprocessor) and each Transferee, or before the Subprocessor first Processes CELEBRATION BANK Personal Data procure that each Transferee enters into such a contract with CELEBRATION BANK or the relevant Transferor, in each case in order to ensure the adequate protection of the transferred CELEBRATION BANK Personal Data and CELEBRATION BANK shall procure that each CELEBRATION BANK Group Member party to any such Standard Contractual clauses cooperates with their population and execution.
  3. Where CELEBRATION BANK permits the Supplier to sub-contract the processing of CELEBRATION BANK Personal Data pursuant to this section 6, the Supplier shall be liable for the acts and omissions of the Subprocessor.

## DATA SUBJECT RIGHTS

* 1. Taking into account the nature of the Processing and the Services, the Supplier shall (and shall ensure that each Subprocessor shall) assist CELEBRATION BANK by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of CELEBRATION BANK 's and CELEBRATION BANK Group Member's and any CELEBRATION BANK or CELEBRATION BANK Group Member client's obligation (as Controller in each case) to respond to requests for exercising Data Subject rights laid down in the GDPR.
  2. The Supplier shall promptly notify CELEBRATION BANK if it or any Subprocessor receives a request from a Data Subject (or Third Party acting on behalf of a Data Subject) or Supervisory Authority (or other regulator) under any Data Protection Laws in respect of CELEBRATION BANK Personal Data, including:
     1. a Data Subject Access Request (or purported Data Subject Access Request);
     2. a request to rectify any inaccurate CELEBRATION BANK Personal Data;
     3. a request to have any CELEBRATION BANK Personal Data erased;
     4. a request to restrict the processing of any CELEBRATION BANK Personal Data;
     5. a request to obtain a portable copy of CELEBRATION BANK Personal Data, or to transfer such a copy to any third party;
     6. an objection to any processing of CELEBRATION BANK Personal Data; or
     7. any other request, complaint or communication relating to the CELEBRATION BANK 's obligations under the Data Protection Laws.
  3. The Supplier shall (and shall procure that each Subprocessor shall) provide CELEBRATION BANK with full co-operation and assistance, within the timescale specified by CELEBRATION BANK , in relation to any request made by a Data Subject to exercise their rights under applicable Data Protection Laws, including to have access to that person's CELEBRATION BANK Personal Data.

## PERSONAL DATA BREACH

* 1. The Supplier shall notify CELEBRATION BANK without undue delay, and in any case within twenty four (24) hours, upon the Supplier or any Subprocessor becoming aware of a Personal Data Breach, providing CELEBRATION BANK with sufficient information (where available to it) to allow CELEBRATION BANK to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws. Where the Supplier does not have such information available to it at the time of notification, such information shall be provided to CELEBRATION BANK in stages where it becomes available without undue further delay. Such notification shall (where known at the time of the notification) as a minimum:
     1. describe the nature of the Personal Data Breach, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned;
     2. communicate the name and contact details of the Supplier's data protection officer or other relevant contact from whom more information may be obtained;
     3. describe the likely consequences of the Personal Data Breach; and
     4. describe the measures taken or proposed to be taken to address the Personal Data Breach.
  2. Supplier shall (and shall ensure that each Subprocessor shall) co-operate with CELEBRATION BANK and take such reasonable commercial steps as are directed by CELEBRATION BANK to assist in the investigation, mitigation and remediation of each Personal Data Breach.

## DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

* 1. Supplier shall (and shall ensure that each Subprocessor shall) provide reasonable assistance to CELEBRATION BANK in relation to any data protection impact assessments which are required under Article 35 GDPR and with any prior consultations to any Supervisory Authority of CELEBRATION BANK or any CELEBRATION BANK Group Member which are required under Article 36 GDPR, in each case solely in relation to Processing of CELEBRATION BANK Personal Data by Supplier (or a Subprocessor on its behalf) on behalf of CELEBRATION BANK or any CELEBRATION BANK Group Member and taking into account the nature of the Processing and information available to Supplier and the relevant Subprocessors.

## DELETION OR RETURN OF CELEBRATION BANK PERSONAL DATA

* 1. Subject to clause 24.1 of the Global Services Agreement and to sections 10.2 and 10.3 bellow, Supplier shall promptly and in any event within ninety (90) (ninety) calendar days of the Relevant Date, Delete and procure the Deletion of all copies of CELEBRATION BANK Personal Data Processed by the Supplier or any Subprocessor.
  2. Subject to section 10.3, CELEBRATION BANK may in its absolute discretion by notice to Supplier in writing within thirty (30) days of the Relevant Date require the Supplier to (a) return a complete copy of all CELEBRATION BANK Personal Data to CELEBRATION BANK by secure file transfer in such commonly-used format as is reasonably notified by CELEBRATION BANK to Supplier; and (b) Delete and procure the Deletion of all other copies of CELEBRATION BANK Personal Data Processed by Supplier or any Subprocessor. The Supplier shall comply with any such written request within ninety (90) days of the Relevant Date.
  3. Supplier may retain, and permit each Subprocessor to retain, CELEBRATION BANK Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that the Supplier shall (and shall ensure that each Subprocessor shall) ensure the confidentiality of all such CELEBRATION BANK Personal Data and shall ensure that such CELEBRATION BANK Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.
  4. Supplier shall provide written certification to CELEBRATION BANK that it has fully complied with this section 10 within ninety (90) days of the Relevant Date.

## AUDIT RIGHTS

* 1. In addition to any audit rights granted pursuant to clause 14 (*Audit Rights and Records*) of the Global Services Agreement, or any Local Services Agreement, Supplier shall (and ensure that each Subprocessor shall) make available to CELEBRATION BANK on request all information necessary to demonstrate compliance with Article 28(3) of the GDPR. Supplier shall allow for and contribute to audits, including inspections as set out in clause 14 (*Audit Rights and Records*) of the Global Services Agreement, or any Local Services Agreement. Supplier shall immediately inform CELEBRATION BANK if, in its opinion, an instruction pursuant to this section 11 (*Audit Rights*) infringes the GDPR or other EU or Member State data protection provisions.

## Restricted Transfers

* 1. Subject to section 12.3 CELEBRATION BANK on behalf of itself and each CELEBRATION BANK Group Member as Transferor and Supplier on behalf of itself and each Supplier Affiliate as Transferee hereby enter into the Standard Contractual clauses (the current version of which are set out in appendix 2), in respect of any Restricted Transfer to Supplier or a Supplier Affiliate, which terms shall take precedence over those in this Addendum and the Global Services Agreement or any Local Services Agreement.
  2. The Standard Contractual clauses shall come into effect on the later of:
     1. the Transferor becoming a party to this Addendum;
     2. the Transferee becoming a party to this Addendum; or
     3. commencement of a Restricted Transfer among any parties to the Standard Contractual clauses.
  3. Where the Standard Contractual clauses would not legitimise a Restricted Transfer which is otherwise prohibited by Data Protection Laws or data transfer agreements or the Global Services Agreement, then section 12.1 shall not apply.

## GENERAL TERMS

Governing law of this Addendum

* 1. Without prejudice to clause 9 (Governing Law) of the Standard Contractual clauses, to the extent that EU Data Protection Laws apply to the Processing of CELEBRATION BANK Personal Data this Addendum shall be governed by the governing law of the Global Services Agreement:

Choice of jurisdiction

* 1. Without prejudice to clause 7 (Mediation and Jurisdiction) of the Standard Contractual clauses, the parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Global Services Agreement with respect to any disputes or claims howsoever arising under this Addendum.

Order of precedence

* 1. With regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including but not limited to the Global Services Agreement and any Local Services Agreements, the provisions of this Addendum shall prevail with regard to the parties' data protection obligations for Personal Data of a Data Subject from a Member State of the European Union. In the event of any conflict or inconsistency between this Addendum and the clauses in appendix 2 (Standard Contractual clauses), appendix 2 shall prevail.

Changes in Data Protection Laws

* 1. The Supplier acknowledges and agrees that CELEBRATION BANK may notify Supplier in writing from time to time of any variations to this Addendum which are required as a result of a change in Data Protection Laws including without limitation to the generality of the foregoing, any variations which are (i) required as a result of any changes to UK Data Protection Laws following any exit of the UK from the European Union; or (ii) required to take account of any new data transfer mechanisms for the purposes of sections 12.1. Any such variations shall take effect on the date falling 30 (thirty) calendar days after the date such written notice is sent by CELEBRATION BANK and Supplier shall procure that where necessary the terms in each contract between Supplier or any Supplier Affiliate and each Subprocessor are amended to incorporate such variations within the same time period. The parties shall record these measures via the Change Control Procedure. Subject to clause 4.8 of the Global Services Agreement, the parties shall agree the impact of such Changes via the Change Procedure.

Severance

* 1. Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

## APPENDIX 1: DETAILS OF PROCESSING OF COMPANY PERSON DATA

This appendix 1 includes certain details of the Processing of CELEBRATION BANK Personal Data as required by Article 28(3) GDPR.

*Subject matter and duration of the Processing of CELEBRATION BANK Personal Data*

The subject matter and duration of the Processing of the CELEBRATION BANK Personal Data are set out in the Global Services Agreement and this Addendum.

*The nature and purpose of the Processing of CELEBRATION BANK Personal Data*

[Include description here]

The types of CELEBRATION BANK Personal Data to be Processed

[Include list of data types here]

The categories of Data Subject to whom the CELEBRATION BANK Personal Data relates

[Include categories of data subjects here]

The obligations and rights of CELEBRATION BANK and CELEBRATION BANK Group Members

The obligations and rights of CELEBRATION BANK and CELEBRATION BANK Group Members are set out in the Global Services Agreement and this Addendum.

## APPENDIX 2: STANDARD CONTRACTUAL CLAUSES

**Standard Contractual clauses (processors)**

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: **CELEBRATION BANK GLOBAL SERVICES (UK) LIMITED** (registered number **07272547**) (**"Primary Data Controller"**)

Address: 8 Canada Square, London, E14 5HQ (**"CELEBRATION BANK "**); and

on behalf of the [CELEBRATION BANK Group Members as specified in appendix 3], (each a **"data exporter")**

And

Name of the data importing organisation: **PRO INTERNATIONAL, INC.,**

Address: 42, Old Ridgebury Road, First Floor, Danbury, CT 06810 on behalf of the data processors located outside the EEA listed in appendix 4 (each a **"data importer"**)

each a **"party"**; together **"the parties"**,

HAVE AGREED on the following Contractual clauses (the clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in appendix 1.

## BACKGROUND

The data exporter has entered into a data processing addendum (**"DPA"**) with the data importer. Pursuant to the terms of the DPA, it is contemplated that services provided by the data importer will involve the transfer of personal data to data importer. Data importer is located in a country not ensuring an adequate level of data protection. To ensure compliance with Directive 95/46/EC and applicable data protection law, the controller agrees to the provision of such Services, including the processing of personal data incidental thereto, subject to the data importer's execution of, and compliance with, the terms of these clauses.

## clause 1 - Definitions

For the purposes of the clauses:

* + 1. *'personal data'*, 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
    2. *'the data exporter'* means the controller who transfers the personal data;
    3. *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the clauses and who is not subject to a third

country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

* + 1. *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the clauses and the terms of the written subcontract;
    2. *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
    3. *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

## clause 2 - Details of the Transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in appendix 1 which forms an integral part of the clauses.

## clause 3 - Third-Party Beneficiary clause

1. The data subject can enforce against the data exporter this clause, clause 4(b) to (i), clause 5(a) to (e), and (g) to (j), clause 6(1) and (2), clause 7, clause 8(2), and clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this clause, clause 5(a) to (e) and (g), clause 6, clause 7, clause 8(2), and clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this clause, clause 5(a) to (e) and (g), clause 6, clause 7, clause 8(2), and clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

## clause 4 - Obligations of the Data Exporter

The data exporter agrees and warrants:

* 1. that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
  2. that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the clauses;
  3. that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in appendix 2 to this contract;
  4. that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
  5. that it will ensure compliance with the security measures;
  6. that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
  7. to forward any notification received from the data importer or any subprocessor pursuant to clause 5(b) and clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
  8. to make available to the data subjects upon request a copy of the clauses, with the exception of appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the clauses, unless the clauses or the contract contain commercial information, in which case it may remove such commercial information;
  9. that, in the event of subprocessing, the processing activity is carried out in accordance with clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the clauses; and
  10. that it will ensure compliance with clause 4(a) to (i).

## clause 5 - Obligations of the Data Importer

The data importer agrees and warrants:

1. to process the personal data only on behalf of the data exporter and in compliance with its instructions and the clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
2. that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
3. that it has implemented the technical and organisational security measures specified in appendix 2 before processing the personal data transferred;
4. that it will promptly notify the data exporter about:
   1. any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
   2. any accidental or unauthorised access, and
   3. any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
5. to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
6. at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
7. to make available to the data subject upon request a copy of the clauses, or any existing contract for subprocessing, unless the clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
8. that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
9. that the processing services by the subprocessor will be carried out in accordance with clause 11;
10. to send promptly a copy of any subprocessor agreement it concludes under the clauses to the data exporter.

## clause 6 - Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in clause 3 or in clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in clause 3 or in clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

1. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in clause 3 or in clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the clauses.

## clause 7 - Mediation and Jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the clauses, the data importer will accept the decision of the data subject:
   1. to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
   2. to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

## clause 8 - Cooperation with Supervisory Authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same

conditions as would apply to an audit of the data exporter under the applicable data protection law.

1. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in clause 5 (b).

## clause 9 - Governing Law

The clauses shall be governed by the law of the Member State in which the data exporter is established.

## clause 10 - Variation of the Contract

The parties undertake not to vary or modify the clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the clause.

## clause 11 - Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third- party liability of the subprocessor shall be limited to its own processing operations under the clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the clauses and notified by the data importer pursuant to clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

## clause 12 - Obligation after the Termination of Personal Data Processing Services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data

and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

1. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

## On behalf of the data exporter:

Name (written out in full): Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature:

## On behalf of the data importer:

Name (written out in full): Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature:

## APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This appendix forms part of the clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this appendix

## Data exporter

The data exporter is:

[TO BE COMPLETED]

## Data importer

The data importer is:

[TO BE COMPLETED]

## Data subjects

The personal data transferred concern the following categories of data subjects:

[TO BE COMPLETED]

## Categories of data

The personal data transferred concern the following categories of data:

[TO BE COMPLETED]

## Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data:

[TO BE COMPLETED]

## Processing operations

The personal data transferred will be subject to the following basic processing activities:

[TO BE COMPLETED] DATA EXPORTER

Name:……………………………… Authorised Signature …………………… DATA IMPORTER

Name:……………………………… Authorised Signature ……………………

## APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This appendix forms part of the clauses and must be completed and signed by the parties.

## Description of the technical and organisational security measures implemented by the data importer in accordance with clauses 4(d) and 5(c):

[TO BE COMPLETED]

## APPENDIX 3 TO THE STANDARD CONTRACTUAL CLAUSES

*Data Exporters for the purposes of these Model clauses are:*

[TO BE COMPLETED]

## APPENDIX 4 TO THE STANDARD CONTRACTUAL CLAUSES

*Data Importers for the purposes of these Model clauses are:*

[TO BE COMPLETED]

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