

Octopus Computer Associates Ltd

Standard Contract for the Provision of Consultancy Services

1. It is hereby agreed that

Octopus Computer Associates Limited,
314 Regents Park Road
London N3 2JX
United Kingdom

hereinafter referred to as Octopus, will use the services of

GDMS Services London Ltd
Margaret Powell House Suite 415C
Midsummer Boulevard
Milton Keynes
Buckinghamshire MK9 3BN
United Kingdom

hereinafter referred to as The Consultancy, for the provision of computer services on behalf of its Client specified on the attached schedule.

Definitions:

Client - Discover Financials Services. Any obligations or restrictions also apply to any Associated or Group Company of the Client.

Group – any connected or related organisation of the Client

Services – means the services to be provided by the Consultancy as described in the schedule

Staff – the person(s) provided by the Consultancy to deliver the Services in the schedule

2. SERVICES

a. The Consultancy is taken on for the purposes of delivering Services to the Client as listed in the schedule.

b. For the purposes of this agreement any terms applied to the Consultancy apply equally to its Staff performing the services, including but not restricted to items such, confidentiality, intellectual property, data protection and security.

c. Octopus or the Client is under no obligation to offer the Consultancy or its Staff any further work and the Consultancy or its Staff is under no obligation to accept any further work that may be offered. No party wishes to create or imply any mutuality of obligation between themselves. Octopus is not obliged to pay the Consultancy at any time when no work is available during the term of this Agreement.



2.1 Provision of Services

- (a) The Consultancy will perform and deliver Services under the schedule in accordance with the agreed milestones, delivery dates, specifications and requirements as set forth in the schedule. Delivery is of absolute importance. In the event any of the terms of this Agreement conflicting with the schedule, then the terms of the schedule shall prevail.
- (b) The Services will be performed in a diligent, timely and professional manner, and using all reasonable care and skill. If the Consultancy is unable to provide the Services for any reason or foresees a delay in the delivery of the Services for any reason then the Consultancy will immediately inform Octopus and the Client contact of that fact, giving the reason and the likely duration of the absence of the Consultancy or the reason for the delay in delivery; and
- (c) The Consultancy will provide and will procure that the Consultancy's Staff provides such written materials and attends such meetings as may reasonably be required for the effective performance of the Services. The Consultancy will keep and will procure that its Staff will keep Octopus and the Client informed of progress on projects on which the Consultancy is engaged. Octopus acknowledges that the Consultancy may determine the manner in which the Services are provided, as long as they are provided in a manner which is consistent with this Agreement and the nature of the Project. The Consultancy will comply with the reasonable and lawful requests of the Client and the Consultancy and its Staff will liaise and cooperate with any employee, agent or other consultant of Octopus and the Client to ensure the appropriate performance and delivery of the Services.

2.2 Status of Consultancy; Independent Contractor

The relationship of Consultancy to Octopus and the Client will be that of an independent contractor. Nothing in this Agreement will render the Consultancy or its Staff an officer, employee, worker or partner of Octopus and the Client, and the Consultancy will procure that it and its Staff will not hold themselves out as such. The Consultancy will indemnify and keep indemnified the Client and Octopus and any Associated or Group Company of the Client from any Losses arising from or connected with any claim by the Consultancy that its Staff is an officer, employee, worker or a partner of the Client or Octopus or any Associated Group Company of the Client..

2.3 Warranties and Representations

The Consultancy warrants to Octopus and the Client that:

- (a) there is no obligation, covenant or restriction which would or might prevent The Consultant or their Staff from performing the Services or which may give rise to a conflict of interest between the Consultancy and/or Octopus and/or the Client.

2.4 Third parties

Nothing in this Agreement will prevent the Consultancy from providing services of the Consultancy to any other person or firm with the prior written agreement of Octopus and the Client. Such agreement will not be unreasonably withheld if Octopus and the Client is satisfied that the provision of those services will not conflict or interfere with the provision of the Services.



2.4 No authority to bind the The Client or Octopus

The Consultancy will not and will procure that they and its Staff will not assume, create or incur any liability or obligation on behalf of Octopus or the Client (and acknowledges that neither it nor its Staff has any right to do so) except as specifically authorised in writing by Octopus or the Client.

3 DEFAULT AND EARLY TERMINATION; EFFECT OF EARLY TERMINATION

3.1 The duration of this contract is specified in the attached schedule. Octopus may at any time give two weeks notice in writing to terminate this contract.

Octopus may terminate this Agreement immediately without notice:

3.2.1 if the Consultancy or its Staff are guilty of any serious default or are guilty of any misconduct in connection with or affecting the business of Octopus or the Client;

3.2.1.1 if the Consultancy or its Staff commit any serious or repeated breach of any of the obligations of this Agreement or the Consultancy or its Staff are guilty of any serious neglect or negligence in the performance of the Services, or are found to be technically unsuitable;

3.2.1.2 if the Consultancy is unavailable to provide the Services for a period of four (4) consecutive weeks or a total of thirty (30) working days during the agreement; or

3.2.2 if the Consultancy fails or is expected to fail to complete the Services during this agreement.

3.2.3 If the consultant fails to pass the background checks

3.3 Effect of Early Termination

Upon termination of this Agreement however caused:

- (a) The Consultancy will immediately return any equipment in their possession or under their control which belongs to the Client. This includes (but is not limited to) mobile phones, pagers, cabling, modems and building access cards.
- (b) Any rights or liabilities which have accrued before the time of termination shall not be affected.
- (c) The continuance in force of any provision of this Agreement that expressly or by implication is intended to come into or continue in force after termination shall not be affected.

4 FEES, EXPENSES AND TAXES



4.1 The Consultancy will be paid the rate as set out in the attached schedule. The number of days paid will be those as specified on Octopus's time-sheets signed by our Client's authorised representative. A signed time-sheet shall along with acceptance of the deliverables represent the sole basis on which The Consultancy's invoices will be accepted.

4.2 Expenses

Octopus will pay all reasonable and appropriate hotel, travelling, entertainment and other out of pocket expenses (other than the cost of any overheads and travelling to and from the Client's place(s) of business set forth in the applicable schedule wholly and properly incurred by the Consultancy in providing the Services. All claims for reimbursement should be itemised in an appropriate invoice and should be accompanied by evidence of payment or expenditure. All expenses to be reimbursed must have the express prior approval of the client.

4.3 Tax indemnity

- 4.3.1** The Consultancy will be responsible for the payment of all taxes and other amounts due in connection with any payment made under or in connection with this Agreement. The Consultancy seeks and undertakes to indemnify and keep Octopus and the Client indemnified in respect of such tax or other amounts (including penalties and interest) which may be assessed on Octopus or the Client or any other member of the Group by reason of any payment made under or in connection with the Appointment, together with any costs and expenses incurred by Company in connection with any such assessment. The Company will be entitled to make a deduction in respect of any such claims from amounts due to the Consultancy under this Agreement; and
- 4.3.2** The Consultancy will ensure that all of its Staff fully subscribe to the social security system of the country in which The Consultancy employs them and will provide documentary evidence within four weeks of the commencement of the contract, if requested.
- 4.3.3** If any assessment is made on Octopus or the Client for any income tax, National Insurance or other amounts on the fees payable pursuant to the terms of this Agreement, Octopus will promptly notify The Consultancy of that assessment. The Consultancy and Octopus and the Client will provide each other with such assistance as may be reasonably necessary in order to deal with such assessment.

4.4 Time Reporting

The Consultancy shall account for its time utilizing the time reporting system associated with the designated third-party resource of the Client (Beeline). The Consultancy shall ensure that all billable time for the Consultancy's Staff providing Services under this this Agreement will be entered into the third party resource time reporting system within thirty (30) days following the day on which the time to be entered was performed. The Consultancy hereby waives any claims it may have for any amounts that may be payable for time not entered into the reporting system within thirty (30) days following the day on which the time to be entered was performed.



5 CONFIDENTIALITY

5.1 Confidential information

The Consultancy acknowledges that during the Agreement, the Consultancy and its Staff will have access to and will be entrusted with confidential information and trade secrets relating to the business of members of the Client. This includes but is not limited to information and secrets relating to:

- 5.1.1** corporate and marketing strategy, business development and plans, sales reports and research results;
- 5.1.2** business methods and processes, manuals and operating procedures, technical information and know-how relating to the business of any member of the Client and which is not in the public domain, including inventions, designs, programs, techniques, database systems, formulae and ideas;
- 5.1.3** business contacts, lists of customers and suppliers and details of contracts with them and their current or future requirements;
- 5.1.3.1** information on employees, including their particular skills and areas of expertise and their terms of employment;
- 5.1.4** stock levels, sales, expenditure levels and pricing policies;
- 5.1.5** budgets, management accounts, trading statements and other financial reports;
- 5.1.6** unpublished inside information relating to shares or securities listed or dealt in on any recognised stock exchange; and
- 5.1.7** any document marked "confidential" or any information not in the public domain.

5.2 Duty not to disclose

The Consultancy will not and will procure that its Staff does not during the Agreement (otherwise than in the proper performance of the Services and then only to those who need to know such information or secrets) or thereafter (except with the prior written consent of the Client and Octopus or as required by law):

- 5.2.1** divulge or communicate to any person (including any representative of the press or broadcasting or other media);
- 5.2.2** cause or facilitate any unauthorised disclosure through any failure by it or him to exercise all due care and diligence; or
- 5.2.3** make use (other than for the benefit of any member of the Client) of

any confidential information or trade secrets relating to the business of any member of the Group which may have come to the Consultancy's knowledge during this Agreement or in respect of which a member of the Group may be bound by an obligation of confidence to any third party.



The Consultancy will also use and will procure that its Staff uses all reasonable endeavours to prevent the publication or disclosure of any such information or secrets. These restrictions will not apply after the Agreement has terminated to information which has become available to the public generally, otherwise than through unauthorised disclosure.

5.3 Documents

All notes, memoranda, and other records (however stored) made by Consultancy or its Staff in providing the Services or which relate to the business of the Client will belong the Client. The Consultancy will and will procure that its Staff will promptly hand over to the Client (or as the Client directs) from time to time on request and at the end of the Agreement, all such notes, memoranda or other records without copies being kept by the Consultancy or its Staff or anyone on their behalf.

6 INTELLECTUAL PROPERTY

6.1 Intellectual property

It is agreed that:

- 6.1.1 all intellectual property rights (including without limitation trade marks, copyrights, patents and design rights) and all other rights of whatever nature, whether now known or in the future created, arising from or relating to the provision of the Services by the Consultancy or its Staff (whether or not made, originated or developed during normal working hours) (the "IP Rights") will be owned by the Client;
- 6.1.2 The Consultancy will, and will procure that its Staff will, disclose to the Client full details of all documents and materials recording or relating to the IP Rights (the "Materials"), forthwith upon their creation;
- 6.1.3 The Consultancy hereby assigns, with full title guarantee free of any encumbrance, all the IP Rights to the Client;
- 6.1.4 The Consultancy will, and will procure that its Staff will, execute all such documents, provide such assistance and do all other acts or things as may reasonably be required by the Client to enable the Client or its nominee to enjoy the full benefit of Clauses 6.1.1 to 6.1.3. Should the Consultancy fail to do so to the Client's reasonable satisfaction, the Client and Octopus is irrevocably authorised to appoint a person in the Consultancy's name and on its behalf (as appropriate) to execute any documents and take such other steps as are necessary to give effect to this Clause 6.1.4; and
- 6.1.5 Immediately upon the termination of this Agreement or earlier at Octopus or the Client's request, the Consultancy will, and will procure that the Consultancy's staff will, deliver up to the Client all of the Materials which are in the Consultancy's or its Staff's possession, custody or power.

6.2 Representations and warranties

The Consultancy represents and warrants that:

- 6.2.1 but for the provisions of this Clause 6, it would be the sole legal and beneficial owner of the IP Rights;



- 6.2.2 neither it or its Staff has granted or assigned, nor will it grant or assign or permit the Staff to grant or assign, any rights in or to the IP Rights to any third party; and
- 6.2.3 the use or possession by the Client of the Materials will not infringe any third party rights.

6.3 **IP indemnity**

The Consultancy agrees to indemnify and to keep Octopus and the Client indemnified against all Losses incurred or suffered by Octopus or the Client arising out of or in connection with any breach of the warranties given in Clause 2.3 (*Representations and warranties*) or out of any claims by a third party based on any facts which, if substantiated, would constitute such a breach.

6.4 **Election of remedy**

If any Services or product or item created as a result of the Services ("Work Product") or any portion thereof becomes, or in Octopus or the Client's reasonable opinion is likely to become, the subject of any claim or action under Clause 6.3, then Octopus may terminate the relevant task with respect to such Services or require the Consultancy to: (i) procure for the Client the right to continue utilising the Services or the ownership rights to the Work Product or such portion thereof, as contemplated hereunder; (ii) modify the Services or Work Product or such portion thereof, to render same non-infringing (provided such modification does not adversely affect the utilisation of such Services or Work Product or such portion thereof, as reasonably determined by Octopus and the Client); or (iii) replace same with an equally suitable, functionally equivalent, compatible, non-infringing Services or Work Product as reasonably determined by Octopus and the Client. If none of the foregoing is possible and if such Services or Work Product or such portion thereof, is found to infringe by a court of competent jurisdiction, Octopus or the Client will have the right to terminate the relevant task with respect to such Services or Work Product in which case the Consultancy will refund to Octopus all amounts paid by Octopus for such Services. Any termination of any task by Octopus under this Clause 6.4 will be without prejudice to any other rights and remedies which Octopus may have under this Agreement or at law or in equity.

7. Without prior consent of octopus in writing, the Consultancy shall not during the contract period or during a period of twelve months thereafter or of any extension thereof, directly or indirectly procure or attempt to procure any contract with the Client or Octopus specified on the attached schedule for whom they have provided Services under this Agreement.

The same restriction shall apply to any customer of the Client for whom the Consultancy has come into contact with as a result of this Agreement.

8. The Consultancy's invoices will be accepted by Octopus on a monthly basis and will be paid by Octopus within twenty-one days of presentation of invoice. Each party are responsible for their own bank charges. For payment purposes invoices will be assumed to arrive on or after the last day of the month.
9. The Consultancy will provide the Staff named on the attached schedule. The Consultancy may send a substitute to perform the Services with the prior agreement of Octopus and the Client, such agreement not to be unreasonably withheld in the case of a suitably qualified substitute. Where a substitute is agreed the Consultancy shall remain responsible for the overall delivery of the Services and for making all payments to the substitute at no additional cost to Octopus.



10. The rates quoted are inclusive of all expenses that may be incurred in working at the specified Client location.
11. The Consultancy will ensure that its Staff conduct themselves in a professional manner at all times whilst providing the Services to Octopus' Client.
12. In the event of the Client, named on the attached schedule, being declared bankrupt, entering into a voluntary arrangement with its creditors, being placed into administration or receivership, Octopus reserves the right to terminate this contract forthwith.
13. If access to the Client's premises is prevented for reasons of force majeure the contract will be temporarily suspended.
14. Under the terms of the Employment Agencies Act (May 2004) the Consultancy will be required to provide the requisite documentation to prove its Staff's entitlement to work in the UK and any other country where they are performing Services under this Agreement. Failure to provide such documentation will be sufficient reason for Octopus to terminate this Agreement without notice

15. INDEMNITIES AND INSURANCE

15.1 General indemnity

Octopus and the Client will be relying on Consultancy's skill, expertise and experience in providing the Services and also upon the accuracy of all representations or statements made and the advice given by the Consultancy in connection with the provision of the Services and the Consultancy acknowledges this. The Consultancy shall indemnify and keep indemnified Octopus, the Client and any member of the Client's group against all losses (whether direct or consequential) arising out of or in connection with:

- (a) any negligence, act, omission, default or misconduct of the Consultancy in the provision of the Services under this Agreement;
- (b) any breach of the Consultancy's warranties, representations, undertakings or obligations in this Agreement;
- (c) any claim made against Octopus or the Client by a third party for death, personal injury or damage to Client's property (whether tangible or intangible) arising out of or in connection with the provision of the Services under this Agreement;
- (d) any National Insurance contributions, income tax or other taxation obligations where such liability, assessment or claim arises or is made in connection with: (i) payments made by the Client or Octopus in respect of any of the Consultancy's Staff while provided as such by the Consultancy to Octopus; or (ii) the Consultancy's failure to make such payments;
- (e) any of the Consultancy's Staff having at any time claimed or being held or deemed to have been an employee of Octopus or the Client or been otherwise engaged directly by the Client including any claim for unfair or wrongful dismissal or redundancy payment;



- (f) any termination of this Agreement from any transfer or deemed or alleged transfer by operation of law of any of Consultancy's personnel including in respect of TUPE; and

15.2 Compliance

The Consultancy shall ensure that all Staff providing Services to Octopus's Client is contractually obliged to comply with:

- (a) all relevant statutes, laws and regulations, from time to time in force in the performance of the Services and applicable to the Client's business;
- (b) Any codes of practice from time to time in force in the performance of the Services and applicable to the Client's business insofar as they are applicable to independent contractors and site visitors;
- (c) The Client's health and safety policies while on the Client's premises or any of Client's customers, suppliers, or agents (direct or indirect) premises; and
- (d) a restriction not to disclose any confidential information of the Client or any of the Client's customers, suppliers, or agents (direct or indirect), which they may acquire during the course of performance of the Services.

15.3 Limitation of Liability

The liability of the parties with respect to death, personal injury, or fraudulent misrepresentation caused by negligence (including employee, agent, or subcontractor negligence) shall not be limited or excluded.

15.4 Insurance

For the duration of this agreement the Consultancy shall have in place the following insurances:

Employers and Public Liability Insurance £5000000 (5 million pounds)

Professional Indemnity Insurance (Including Errors and Omissions Insurance) £1,000000 (One Million pounds)

- 15.5 The Consultancy agrees and shall ensure that its Staff agree, that the Staff provided is not an agency worker as defined under the Agency Worker Regulations 2010 and that the Agency Worker Regulations 2010 do not apply in relation to this Agreement or any assignment under this Agreement. The Consultancy shall indemnify and keep indemnified Octopus and the Client against any losses Octopus or the Client may suffer or incur as a result of any claim made by or on behalf of the Staff under the Agency Worker Regulations 2010.

16. PUBLICITY AND ANNOUNCEMENTS

Each party shall ensure that, except as may be required by law or any regulatory authority, neither it nor any of its employees, agents or contractors shall make, or cause to be made (whether to the employees, customers, suppliers, public, press or otherwise) any communication, media statement, announcement or other disclosure whatsoever, whether written or oral, about the other party to this



Agreement, the existence of this Agreement or any matter referred to in this Agreement without the other party's prior written consent to its contents.

17. COMPLIANCE WITH COMPANY POLICIES AND AUDIT

- 17.1 The Consultancy will procure that in its Staff's dealings with any of the Client's employees, agents and consultancys, its Staff will adhere to the Client's Equal Opportunities Policy and will maintain appropriate standards of behaviour. The Consultancy agrees to indemnify and keep indemnified Octopus and the Client against all Losses incurred or suffered by Octopus or the Client, or its officers or employees arising out of or in connection with any act or omission by its Staff including but not limited to discrimination or harassment.
- 17.2 The Consultancy will procure that it and its Staff complies with the Client's Physical Security Policy, as set forth in Appendices of this Agreement; Authorized Access Security Guidelines, as set forth in Appendices of this Agreement; Fingerprinting/Criminal Background Checks Guidelines, as set forth in Appendices of this Agreement; Monitoring and Surveillance Guidelines, as set forth in the Appendices of this Agreement; and any other relevant policy adopted by the Client from time to time which has been made known to the Consultancy or its Staff as applicable to its Staff in the performance of the Services on the Client's or any third parties' premises and insofar as they are applicable to independent contractors and site visitors. Without prejudice to Clause 15.1 (*General indemnity*), the Consultancy agrees to indemnify and keep indemnified Octopus and the Client against any Losses incurred or suffered by Octopus, the Client or its officers or employees arising out of or in connection with any breach of these rules by the Consultancy or its Staff.
- 17.3 To the extent that the Consultancy or its Staff has had or will have access to personal data subject to the European Commission Data Protection Directive (95/46/EC) or the Data Protection Act 1998 or any implementing or related legislation of any member state in the European Economic Area, or other similar data protection laws of non-US jurisdictions (collectively, such personal data, the "**Foreign Personal Data**" or "**FPD**", such laws the "**Data Protection Laws**"), the provisions of the Appendices relating to this will apply. The Consultancy agrees to indemnify Octopus and the Client and to keep it indemnified against all Losses incurred or suffered by Octopus or the Client arising out of or in connection with any breach of the representations, warranties and provisions in the Appendices or out of any claims by a third party based on any facts which, if substantiated, would constitute such a breach. The Consultancy will procure its Staff's compliance with the provisions of this Clause 17 and the Appendices.
- 17.4 Octopus, The Client, its representative and/or any of the the Client's regulators and auditors may on three (3) days notice conduct audits or other due diligence reviews of the Consultancy, its facilities, systems and records with respect to the Services (including, without limitation, a review of any Business Recovery Plan which the Consultancy has in place).

18. ACCESS TO COMPANY SYSTEMS AND COMPUTER HARDWARE

- 18.1 Neither the Consultancy nor its Staff will have access to the Client's computer network, systems or electronic facilities, including email and Internet access (collectively, the "**Systems**") unless the Client grants such access. In the event that the Consultancy or its Staff should receive access to the Systems, the Consultancy shall not and will procure that its Staff shall not use them to gain entry to chat sites, or for instant messaging services, or to transmit, store, or view unlawful, offensive, illegally copied,



discriminatory, harassing or other inappropriate materials. In addition, the Consultancy shall not and will procure that its Staff shall not share with anyone else the passwords that are used in connection with the Systems, except at the Client's direction.

18.2 The Consultancy acknowledges and agrees that the Client's email system is solely intended for use in conducting the Client's business and agrees to refrain, and will procure that its Staff refrains, from any improper use of that system, including, but not limited to the following uses:

- (a) intentionally downloading or installing any software harmful to the Client resources (e.g., viruses, macro viruses, Trojan Horse programs, worms, self-replicating code, and malware).
- (b) using encryption technology, products or procedures without the Client's prior approval.
- (c) automatically forwarding email to personal email accounts (e.g., Hotmail or Yahoo).
- (d) sending or opening email attachments that are executable files (files with names ending ".exe") without the Client's express authorization.

18.3 The Consultancy understands that communications through the Client's systems, network or computer equipment (collectively the "**Company Systems**") are not private and that any communication, information or data (collectively "**Data**") created by the Consultancy or its Staff, for personal or business use, on Company Systems remain the property of the Client. Because of the need to comply with the Client's policies and applicable laws, and to protect the Client's confidential and proprietary information, the Consultancy understands that neither the Consultancy nor its Staff have an expectation of privacy with respect to any Data stored, received or transmitted through any Company Systems belonging or connected to the Client. The Consultancy further understands that the Client will monitor Data created or stored on its Systems. The Consultancy hereby consents, and will procure that its Staff consents to such monitoring and reviewing of all written, electronic and other Data that it or their staff send, receive or store on Company Systems, whether received or transmitted from any source including but not limited to email, third party systems, messages marked "personal and confidential," instant messages, or any Data created or stored on Company Systems.

18.4 The Consultancy understands and agrees that no computer hardware, including desktop and laptop computers, can be connected to the Client networks in the absence of the prior authorisation of the Client. The Consultancy further understands that all modem connections, dial-up remote access, and wireless LAN are likewise subject to prior authorisation. In the event that the Consultancy or its Staff is permitted to make use of dial-up remote access, the Consultancy agrees and will procure that its Staff shall agree to comply with Client's Anti-virus Standard (copy available upon request).

18.5 During the Agreement, the Consultancy is required, and shall procure that its Staff is required, to provide the Client, upon request, with copies of all documents, emails and any other communications, information or property belonging to the Client, or relating to any of its or their business, which have been produced, stored or transmitted by the Consultancy or its Staff on devices which are not owned by, or under the control of, the Client ("**Own Device Material**"). Not less than twenty-eight (28) days before any termination, the Consultancy will notify the Client and Octopus if the Consultancy has any Own Device Material and will request instructions as to what the Client wishes the Consultancy and/or its Staff to do. This may involve permitting the Client to have access to the Consultancy or their staff's devices for the purpose of identifying,



any analysing or copying such material and the Consultancy will co-operate fully and promptly with such requests and shall procure that its Staff does the same. It is acknowledged that the Client may, or may require Consultancy or its Staff to, delete all Own Device Material (without it or they or anyone on its/their behalf retaining copies of such documents or extracts from them) from any devices which the Consultancy or its Staff owns or which are under their/its control.

19. CO-OPERATION IN LITIGATION

The Consultancy shall and will procure that its Staff shall co-operate fully with Octopus or the Client and its internal and external counsel in the event that Octopus or the Client is involved in litigation or regulatory inquiry or conducts an internal investigation, in either case where Octopus and the Client reasonably believes that the Consultancy's or its Staff's assistance is required. Any failure to so co-operate may lead to Octopus taking all steps available to it, including but not limited to termination of the Agreement.

20. ANTI-BRIBERY

- 20.1 The Consultancy agrees to comply and will procure that its Staff and all other officers and employees of the Consultancy shall comply with all applicable laws relating to anti-bribery (including but not limited to the Bribery Act 2010) and with the United States Foreign Corrupt Practices Act ("FCPA") in the performance of all Services.
- 20.2 Neither the Consultancy or its Staff or any other officer or employee of the Consultancy shall make, offer or agree to make or offer on behalf of Octopus or the Client, or the Group or any of its and their directors, officers, managers, employees, contractors or agents (the "**The Company Parties**"), any loan, gift, donation or other payment, directly or indirectly, whether in cash or in kind, for the benefit of or at the direction of, any candidate, committee, political party, political function or government or government subdivision, any individual elected, appointed or otherwise designated as an employee or officer thereof, or any private person for the purposes of influencing any act, omission, or decision of such entity or person or inducing such entity or person to do or the Company Parties to do any act or omission in order to obtain or retain business or other benefits in violation of the FCPA or any applicable anti-bribery laws. The Consultancy represents that any payments made by the Company Parties to the Consultancy will not be used directly or indirectly as a corrupt payment, gratuity, bribe or kickback to any governmental entity or person in violation of the applicable anti-bribery laws. Furthermore, the Consultancy shall maintain (a) accurate books and records that reflect completely and in reasonable detail its transactions and asset dispositions and (b) an effective system of internal accounting control. The Consultancy acknowledges that Octopus may terminate this Agreement immediately if any violations relating to anti-bribery laws occur or, in Octopus and/or the Clients reasonable determination, will or have occurred.
21. The Consultancy will provide Octopus with all relevant details, enabling Octopus to comply with its reporting obligations as an intermediary. As per regulations: <https://www.gov.uk/government/publications/employment-intermediaries-reporting-requirements/what-this-means-for-an-intermediary>
- 21a The Consultancy will indemnify Octopus against any penalties or legal action resulting in a failure to provide this information or by providing incorrect information.



22. Any notice to be given under this Agreement must be given in writing, electronic notification is acceptable.

23. The Appendices to this agreement form a material part of this agreement. The Appendices include the following schedules:

Schedule 1: Foreign Data Protection Provisions

Schedule 2: Physical Security Policy

Schedule 3: Authorized Access Security Policy

Schedule:4 Maintenance and Surveillance Guideliness

The Consultancy and its Staff will adhere to the information in the Appendices as it relates to them when performing the Services during this Agreement

24. The Consultancy agrees and will procure that its Staff agrees that its Staff providing the Services will undergo a background check the details of which are listed in the Appendices. Passing of this background check is material and the Consultancy's Staff cannot commence work unless they have successfully passed this check.

If during the course of this agreement, circumstances occur which mean the Consultancy Staff may have not passed the background check, the Consultancy will immediately notify Octopus of the details.

25. This Agreement shall be construed in accordance with the laws in England and may not be assigned.

For: Octopus Computer Associates Ltd.



Name: Clayton Collis

Position: Director

Date: 13th October 2016

For: GDMS Services London Ltd



Name: Vijay Pal

Position: Director

Date: 14/10/16

For: The Consultant

Name: Nikhil Silsarma

Date:



OPT OUT NOTIFICATION

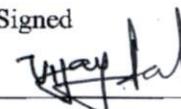
Date:

Parties: (1) GDMS Services London Ltd, Margaret Powell House Suite 415C, Midsummer Boulevard, Milton Keynes, Buckinghamshire, MK9 3BN (the "Contractor")
(2) Nikhil Silsarma, 7 Foxhays road, Reading, RG2 8ND of (the "Individual")

1. This Opt Out Notification is supplement to the agreement ("the Agreement") between Octopus Computer Associates Ltd. and the Contractor. The terms used in this notification shall have the same meaning as those defined in the Agreement.
2. The Contractor and the Individual acknowledge that it is their intention that the provisions of the Conduct of Employment Agencies & Employment Businesses Regulations 2003 (the "Conduct Regulations 2003") do not apply to the Assignment or to any future assignment agreed between the parties.
3. The Parties have freely entered into this Opt Out notification.
4. Further that the Individual is free to withdraw from this Opt Out notification at any time by giving not less than one week's written notice to Octopus. However, where notice is given during an assignment it will not take effect until the Individual stops working in the position in question.

We the undersigned have read, understood and agree to be bound by the terms of this Opt Out Agreement. In particular, we understand that by signing this Opt Out Agreement we are agreeing that the provisions of the Conduct Regulations 2003 shall not apply.

Signed



For and on behalf of the Contractor

Dated

14/10/16

Signed

The Individual

Dated



Schedule

Contract No: OCAL/2161906/A

Start Date: 17th October 2016

End Date: 07th April 2017

Consulting Rates: £475 per day (+ VAT). A standard week consists of 40 hours. Agreement to work additional hours/days should be obtained in advance. Additional hours /days worked will be paid at the same rate as for the standard week.

Consultancy Staff: Nikhil Silsarma
Location: Farnborough
Client: Discover Financials Services
Services: Technical Team Lead – Company CPP Foundations Operational Data Store

Basic Function of Position:

- Provides specialised expertise and applied knowledge on all technical aspects of company Common Payments Platform Operational Data Store.

Principle Duties and Responsibilities:

- Provide industry standard strategic advice and guidance on the design and evolution of the Company Operational Data Store
- Java J2EE coding, unit testing, system testing
- Agile Backlog Grooming
- Definition of Acceptance Criteria for QA and Business Analysts
- Writing system and functional requirements documentation as required
- Writing technical design documentation (high and low level) as required
- Estimation of development effort
- Liaising QA team to ensure that the documentation is fit for purpose
- Working with QA team to perform load, performance and destructive testing
- Writing and executing production and pre-production implementation plans
- Providing level 3 production support for the Operational Data Store including out of hours support on a rota basis
- Must possess the judgement to plan and accomplish goals with minimal supervision
- This position will require the candidate to perform a wide variety of tasks. A wide degree of creativity and flexibility with regard to technology is expected.



Amount of Supervision

The Consultancy must possess the judgment to plan and accomplish goals working independently in highly complex situations. When the situation warrants, it will be responsible for identifying additional resource needs and must use those resources effectively to ensure successful project completion.

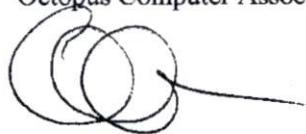
Notwithstanding anything herein to the contrary, the parties acknowledge that not every specific task, function or other service has been, or could be, specifically identified in this Task Order. Accordingly, the parties agree that the Services shall include the performance of all other services that, even if not specifically delineated herein, are incidental to, consistent with, and reasonably inferable to be within, the scope of the Services in accordance with the project plan.

- If Acceptance Testing is required, the following provisions, Acceptance Testing and Failure of Acceptance Testing, shall apply:
- Acceptance Testing. The Client is entitled to perform Acceptance Testing of the Services including any and all deliverables described in this schedule. The term "Acceptance Testing" means testing performed by or on behalf of the Client to determine whether the relevant Services comply with: (i) any specifications and requirements set forth in the schedule; and (ii) the Client's reasonable expectations. If the Client reasonably determines that such Services comply with the foregoing or otherwise decides in its sole discretion to accept the Services, Octopus will notify the Consultancy in writing of its acceptance of the Services ("Acceptance"). The Client and Octopus will use reasonable commercial efforts to notify the Consultancy on or before any acceptance date set forth by the client during the contract ("Acceptance Date"). Payment by Octopus of any Fees to the Client or use of the Services including any Work Product by the Client prior to Acceptance will not constitute the Client's Acceptance of such Services. Further, Acceptance of any Services will be revocable by the Client upon failure of Acceptance Testing for any other Services required under the same or a related work carried out under this agreement or later discovery of material defects, deficiencies or nonconformity in the accepted Services which were not reasonably discoverable by the Client prior to such Acceptance.



- **Failure of Acceptance Testing.** If the Client or Octopus notifies the Consultancy that the relevant Services or any portion thereof fail to pass Acceptance Testing, the Consultancy will correct all deficiencies not later than ten (10) calendar days after receipt of notice of such failure. Within thirty (30) calendar days after such corrections have been made, the Client will retest the relevant Services. If the Services still fail Acceptance Testing, the Client or Octopus may, in its sole discretion: (i) grant the Consultancy additional time to correct the outstanding deficiencies; or (ii) without prejudice to any of the Client's other rights and remedies under the Agreement or at law or in equity, Octopus may terminate this Agreement in either of which event the Consultancy will refund promptly any fees and expenses paid to the Consultancy thereunder.

For: Octopus Computer Associates Ltd.

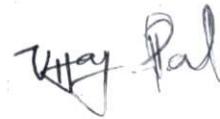


Name: Clayton Collis

Position: Director

Date: 13th October 2016

For: GDMS Services London Ltd



Name: Vijay Pal

Position: Director

Date: 14/10/16

For: The Consultant

Name: Nikhil Silsarma

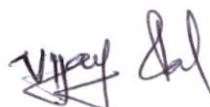
Date:



Confirmation of Acceptance of Appendices

I can confirm that I have read and understood the terms of the Appendices and will abide by them as they relate to the work I am carrying out in the provision of the Services under Contract OCAL/2161906/A

Name: VIJAY PAL



Signed by the Consultancy

Name:

Signed by Nikhil Silsarma

Date: 14/10/16

Date:

