

TERMS OF BUSINESS CONSULTANCY SERVICES AGREEMENT

This master agreement shall take effect from _____ (“Effective Date”) and is made between:

Parties

- (1) Networking People (UK) Limited incorporated and registered in England and Wales with company number 03535327 whose registered office is at 2 Old Street Yard, London EC1Y 8AF (**‘NP Group’**)
- (2) [CLIENT FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**‘Client’**)

Understanding

- (A) NP Group specialises in the provision of consultancy and management services in the support of the delivery of projects for its clients.
- (B) This agreement will act as a master agreement which shall govern all projects agreed between NP Group and the Client for the provision of consultancy and or management services from time to time during the term of this agreement.
- (C) The Client agrees that it may require the expertise of NP Group and each time the parties wish to agree the delivery of consultancy and or management services, they will enter into a statement of work which will incorporate the specific terms of the services and the terms of this agreement.
- (D) The Client and NP Group agree that they wish to enter into this agreement in anticipation of entering into statement of works in the future upon the terms and conditions set out below.

Definitions and Interpretation

- (A) All words and expressions referenced below with an initial capital letter will have the meanings defined in Schedule 1 and which will apply to all words and expressions in any Statement of Work (unless otherwise agreed in a Statement of Work).
- (B) This agreement and any Statement of Work will be interpreted in accordance with Clause 32.2.

Agreed terms

1. Non-Exclusive Supplier

NP Group is appointed as a non-exclusive supplier to the Client and NP Group acknowledges that the Client offers no guarantee of or any minimum volume of Statement of Works pursuant to this agreement. NP Group is not obliged to enter into any Statement of Work offered by the Client. NP Group remains free to provide Consultancy Services to other customers, whether or not NP Group is already delivering Works under a Statement of Work or not, provided that such Consultancy Services do not create a conflict of interest with NP Group’s obligations any Statement of Work entered into.

2. Agreement

- 2.1 No variation of this agreement shall be effective unless set out in writing, described as a variation agreement, and signed by a Director of each Party (for any variation of this agreement). Any changes requested by either Party to a Statement of Work shall be subject to the Change Control Procedure set out in clause of this agreement.
- 2.2 Each Party shall appoint an account manager as the main contact representative for this agreement (“Account Manager”) who will be responsible for the administration of this agreement and have general oversight of all Statement of Works entered into pursuant to this agreement and have the ability to bind its respective Party to any Statement of Work and or Change Orders in respect of any Statement of Work. The Account Managers

shall hold Account meetings (whether in person or via video or audio conference) with respect to this agreement and at least bi-annually during the term of this agreement.

- 2.3 Each Party shall also for each Statement of Work, appoint a manager to oversee and be responsible for the administering of and delivery of Works under a Statement of Work for the Party concerned (“Project Manager”), and whose details shall be included in the Statement of Work. Each Party shall ensure that their Project Manager has authority to make day to day decisions affecting the delivery of the Works under a Statement of Work and including delivering information relevant to any Change Order which has been requested by either Party to the respective Account Managers. The Project Managers shall be responsible for reviewing progress of the Works and any Deliverables under a Statement of Work on a regular basis and shall occur monthly unless otherwise specified in the Statement of Work.

3. Consultancy Services and Statements of Work

- 3.1 Where the Client wishes to agree a Statement of Work with NP Group, the parties will negotiate the terms of such Statement of Work in good faith, and NP Group shall be responsible for preparing and issuing the Statement of Work. A Statement of Work will only come into force and effect upon both parties signing the Statement of Work.
- 3.2 Once a Statement of Work has been agreed and signed in accordance with clause 3.1, no amendment shall be made to it except in accordance with clause 4. Each Statement of Work shall be part of this agreement and shall not form a separate contract to it.
- 3.3 Either Party may terminate a Statement of Work (without terminating this agreement) on giving to the other Party in writing the period of notice specified in the relevant Statement of Work (where applicable). If a Statement of Work does not stipulate a means of terminating the Statement of Work for convenience (and provided that the Consultancy Services are not required for a fixed term with no right to terminate for convenience), either Party may terminate the relevant Statement of Work immediately on giving 30 days prior written notice to the other Party. Termination of a Statement of Work for convenience shall not terminate this agreement, which shall continue in force and effect until terminated in accordance with this agreement.

4. Change Orders

- 4.1 Either Party may propose changes to the scope or execution of the Works but no proposed changes shall come into effect until a relevant **Change Order** has been signed by both Parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:
- (a) the Works;
 - (b) the SoW Charges;
 - (c) the timetable for the Works; and
 - (d) any of the other terms of the relevant Statement of Work.
- 4.2 Where either Party wishes to make a change to the Works it shall provide a draft Change Order to the other Party for consideration. If the Client wishes to make a change to the Works, NP Group will provide all reasonable assistance in providing information relevant to preparing such draft Change Order where requested by the Client.
- 4.3 If the Parties agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Statement of Work. If the Parties are unable to agree a Change Order, either Party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 31.
- 4.4 NP Group may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Client on a time and materials basis at NP Group's daily rates specified in the Statement of Work.
- 4.5 A Change Order must be signed by a Director or Project Manager of each Party in order to constitute a valid and effective amendment to the Statement of Work pursuant to Clause 2.

5. Contract Term

- 5.1 This agreement shall commence on the Effective Date and shall continue, unless terminated earlier in accordance with clause 16, until either Party gives to the other Party 60 days' written notice to terminate. Such notice shall be served no earlier than the first anniversary of this agreement and shall expire on the completion of all Statements of Work entered into before the date on which it is served.
- 5.2 Provided no existing Statements of Work remain outstanding and in force and effect as at the date notice to terminate is served under clause 5.1, such notice shall terminate this agreement with immediate effect. Where existing Statements of Work are outstanding at the date notice to terminate is served in accordance with clause 5.1, this agreement shall continue in force and effect until all Statements of Work have concluded or are terminated earlier in accordance with the Statement of Work.
- 5.3 The parties shall not enter into any further Statements of Work after the date on which notice to terminate is served under clause 5.1.
- 5.4 The Client may procure Consultancy Services from NP Group by agreeing a Statement of Work with NP Group pursuant to clause 3. NP Group shall provide any Works from the date specified in the relevant Statement of Work.

6. Invoice and Billing

- 6.1 In consideration of the provision of the Works by NP Group, the Client shall pay the SoW Charges as specified in the Statement of Work.
- 6.2 Where the SoW Charges are calculated on a time and materials basis:
- (a) NP Group shall either charge for Consultancy Services based on an hourly fee rate or a standard daily fee rate (calculated on the basis of 8 hours worked during Business Hours and which allows for a one-hour unpaid break during the Business Day);
 - (b) NP Group shall only be entitled to charge an overtime rate on a pro-rata basis for any time worked by its Personnel whom it engages on the Works outside Business Hours at its standard rate of 1.5 x daily rate or hourly rate (if applicable) for evenings and weekends, and at the standard rate of 2 x daily rate or hourly rate (if applicable) where Works are performed on any public or bank holiday unless otherwise agreed in the Statement of Work; and
 - (c) NP Group shall ensure that it delivers time reports in support of any SoW Charges raised under an invoice.
- 6.3 Where the SoW Charges are calculated on a fixed price basis or based on completion of Milestones, the structure of those charges, Milestones, and amount allocated to each Milestone shall be as set out in a Statement of Work. The Parties shall agree a sign off procedure in the event that Works are to be delivered based on Milestones and or based on completion of Deliverables, which will be set out in the Statement of Work.
- 6.4 NP Group shall invoice the Client for the SoW Charges at the intervals specified, or on the achievement of the Milestones indicated, in the Statement of Work. If no intervals are so specified, NP Group shall invoice the Client at the end of each month for Works performed during that month.
- 6.5 The Client shall pay each invoice submitted to it by NP Group within 30 days of receipt to a bank account nominated in writing by NP Group from time to time.
- 6.6 Without prejudice to any other right or remedy that it may have, if the Client fails to pay NP Group any sum due under this agreement on the due date the Client shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount. NP Group may suspend part or all of the Works until payment has been made in full.
- 6.7 All sums payable to NP Group under this agreement are exclusive of VAT, and the Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice. All invoices must be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6.8 If the Client refuses to approve or sign off delivery of any Works under a Statement of Work or otherwise disputes an invoice, it must raise a Dispute within 14 days of receipt of an invoice from NP Group through the dispute resolution procedure in clause 31. If the Client has not confirmed acceptance of the Services and any deliverables by the methods already stated in this clause, and has not raised a Dispute through the dispute resolution procedure in clause 31, the Client shall be deemed to have accepted the Works and Deliverables (and in accordance with any Milestones) and shall promptly authorise or sign off on any delivery of Works or any Deliverables and shall make payment of NP Group's invoice. If the Client refuses to authorise or sign off on any delivery of the Works or any Deliverables, notwithstanding no Dispute has been raised, NP Group shall be entitled to raise an invoice for the SoW Charges irrespective.

7. Expenses

7.1 The SoW Charges shall not include expenses (including but not limited to travel, accommodation, and subsistence expenses) incurred by NP Group, unless otherwise specified in the Statement of Work. NP Group shall be entitled to invoice the Client for reasonable and necessary, pre-approved expenses incurred by NP Group in delivering the Consultancy Services. Upon request, NP Group shall provide copies of receipts supporting such expenses. The terms of authorisation and payment of expenses must be included in any Statement of Work where expenses are chargeable to the Client. All expenses will be invoiced on a monthly basis in arrears where applicable.

8. NP Group Obligations

8.1 NP Group shall provide the Works, and deliver the Deliverables to the Client, in accordance with the relevant Statement of Work, using reasonable care and skill at all times and acting in a professional manner. NP Group's method of work will be its own.

8.2 NP Group shall use reasonable endeavours to meet any performance dates specified in a Statement of Work but any such dates shall be estimates only and time for performance by NP Group shall not be of the essence of this agreement, unless otherwise expressly agreed in a Statement of Work.

8.3 NP Group shall observe (and shall procure its Personnel observe) all health and safety and security requirements that apply at any of the Client's premises and that have been communicated to it under clause 9.1(d) provided that it shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under this agreement.

8.4 Save to the extent expressly agreed herein, and subject to arrangements for meetings and effective management and liaison, NP Group will determine the time and place at which it will carry out the Works. The Works will be delivered from the premises of NP Group unless otherwise agreed in any Statement of Work.

8.5 NP Group will perform the Work utilising its Personnel and its own equipment as it may determine from time to time and NP Group may replace or substitute any Personnel at any time provided that NP Group will remain responsible for the execution of and the cost of any handover between its Personnel. Where the Client has a specific requirement for its own equipment to be utilised, any such requirement must be specified in the Statement of Work. NP Group will liaise with the Client in respect of any temporary reduction in Personnel required due to planned absences (e.g. annual leave).

8.6 Should any Personnel Default be notified to NP Group pursuant to clause 9.1(f), NP Group shall investigate such matter, and where the Client provides supporting evidence of such Personnel Default, and NP Group is satisfied of such Personnel Default, NP Group shall remove the Personnel from the Works and shall at its own cost ensure suitable levels of Personnel to deliver the Works required. Should the Client request in writing that NP Group remove any Personnel from the Works for reasons other than for Personnel Default, NP group shall not unreasonably withhold its consent to such request but provided always the Client agrees to make payment of any additional cost and expense incurred by NP Group in replacing such Personnel.

8.7 All Personnel are subject to the supervision, control of or management of NP Group only, and the Client shall refrain from interacting with any of the Personnel on any basis other than as an independent professional contractor. In particular, the Client shall ensure that it does not seek to or otherwise integrate any of the Personnel

into its own workforce by its actions. The Client shall ensure all requests or concerns in respect of the Works or any Statement of Work are made to the Project Manager of NP Group.

8.8 NP Group has and shall maintain adequate professional indemnity insurance and public liability insurance in respect of its Consultancy Services, details of which will be provided upon request.

9. Client Obligations

9.1 The Client shall:

- (a) co-operate with NP Group in all matters relating to the Works;
- (b) provide, for NP Group, and its Personnel at no charge, access to the Client's premises, office accommodation, data and other facilities as reasonably required by NP Group including any such access as is specified in a Statement of Work;
- (c) provide to NP Group in a timely manner all document, information, items and materials in any form (whether owned by the Client or a third party) and give access to any personnel required under a Statement of Work or otherwise reasonably required by NP Group in connection with the Works and ensure that they are accurate and complete;
- (d) inform NP Group of all health and safety and security requirements that apply at any of the Client's premises, such requirements to be delivered to NP Group in writing and attached as an appendix to the Statement of Work;
- (e) if, and to the extent NP Group is required to utilise equipment of the Client, such equipment is in good working order and suitable for the purposes for which it is used;
- (f) immediately notify NP Group in writing of any unprofessional behaviour, any acts of negligence, or serious breach of this agreement committed by any Personnel ("Personnel Default") and shall provide evidence of such Personnel Default to NP Group; and
- (g) ensure the safety of all Personnel who provide the Works at the Client's premises and shall ensure it has adequate insurance in place for any third-party injury or death occurring at its premises;

10. Confidentiality

10.1 Each Party undertakes that it shall not at any time during this agreement, and for a period of three years after termination of this agreement, disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the disclosing Party, except as permitted by clause 10.2(a).

10.2 Each Party may disclose the other Party's Confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the disclosing Party's confidential information comply with this clause 10; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3 No Party shall use the disclosing Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

11. Intellectual property rights

11.1 In relation to the Works and any Deliverables:

- (a) NP Group and its licensors by way of future assignment hereby assign all Intellectual Property Rights in the Works and Deliverables (excluding any Existing IPR);
- (b) NP Group grants the Client, or shall procure the direct grant to the Client of, a non-exclusive licence to use and copy the Existing IPR for the sole purpose of receiving and using the Works and the Deliverables for internal business use only (and not for commercial gain) for an agreed period of time, and subject always to payment of

any licence fee required by NP Group as applicable (the terms and conditions of which shall be agreed between the parties and set out in the Statement of Work); and

- (c) the Client shall not sub-license, assign or otherwise transfer the rights granted in clause 11.1(b).

11.2 In relation to the Client Materials, the Client:

- (a) and its licensors shall retain ownership of all IPRs in the Client Materials; and
(b) grants to NP Group a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of this agreement for the purpose of providing the Works and delivering the Deliverables to the Client.

11.3 NP Group warrants that the receipt, use of the Works and the Deliverables by the Client as anticipated by this agreement and Statement of Work shall not infringe the rights, including any Intellectual Property Rights, of any third party.

11.4 The Client warrants that the receipt and use in the performance of this agreement by NP Group, its agents, subcontractors or consultants of the Client Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party.

11.5 Nothing shall prevent NP Group from using techniques, ideas, and other know-how gained during the performance of Works under a Statement of Work in the furtherance of its own business, to the extent that such does not result in disclosure or use of Confidential Information in breach of clause 10, or any infringement of any Intellectual Property Rights of the Client.

12. Timescales

12.1 All timeframes specified in the Statement of Work are estimated timescales and NP Group shall not be liable for any delay in the performance of the Works, unless otherwise agreed between the Parties in the Statement of Work. Without prejudice to the above, NP Group will use reasonable endeavours to comply with any timescales required by the Client but shall not be liable for any failure to meet such timescales. Should NP Group believe a delay may occur, it shall as soon as reasonably practicable inform the Client; providing notice of the delay and reasons for the delay in writing.

12.2 If the Works are delayed as a result of a Default by NP Group, then the date associated with the relevant obligation as specified in the Statement of Work (and the dates similarly associated with any subsequent obligations specified) shall be amended by a period of time equal to the period of such NP Group Default (or such other period as the parties agree) and both parties shall use all reasonable endeavours to mitigate the impact of such delay to and to recover any resultant delay to the performance of the Works.

12.3 Subject to clauses 12.4 to 12.6 below, if the Works are delayed as a result of any act, error, omission, misstatement or misrepresentation ("Default") by the Client, then the date associated with the relevant obligation as specified in the Statement of Work (and the dates similarly associated with any subsequent obligations specified) shall be amended by a period of time equal to the period of such Client Default (or such other period as the parties agree) and any consequential increase in the SoW Charges on a time and materials basis agreed under the Change Control procedure in Clause 4. Both parties shall use all reasonable endeavours to mitigate the impact of such delay to and to recover any resultant delay to the performance of the Works.

12.4 If the delivery of the Works is delayed at the request of the Client or due to the Default of the Client (other than for reasons of force majeure (clause 18) and/or other than as a result of the Default of NP Group) for a period exceeding 15 days at any time during the Project, NP Group shall be entitled to issue a notice ("Warning Notice") to the Client confirming that if the delay continues for a further period of 15 days from receipt of such notice ("Final Warning Period"), NP Group shall be entitled to terminate the Statement of Work on giving immediate written notice ("Final Notice") to the Client at the end of the Final Warning Period. In the event that the requests, acts or omissions specified in the Warning Notice are remedied by the Client prior to NP Group giving Final Notice, NP Group's entitlement to give Final Notice shall cease.

12.5 NP Group shall be entitled to receive payment for all SoW Charges in respect of Services performed prior to, up to and including the date of termination at the end of the Final Warning Period.

12.6 If the Parties are unable to reach agreement on an increase in SoW Charges in excess of the estimated value of the Statement of Work following a request from either Party in accordance with the Change Control procedure in this agreement, either Party shall be entitled to terminate the Statement of Work on giving 14 days' prior written notice to the other Party. NP Group shall be entitled to receive payment for all SoW Charges for Services performed prior to and during the notice period.

13. Compliance with laws and policies

13.1 In performing its obligations under this agreement, both parties shall comply with the Applicable Laws and any Mandatory Policies.

13.2 Changes to the Works required as a result of changes to the Applicable Laws or the Mandatory Policies shall be agreed via the change control procedure set out in clause 4.

14. Data protection

14.1 The Parties acknowledge that the Client is the Data Controller and NP Group is the Data Processor in respect of any Personal Data that the Client gives NP Group access to in order to deliver the Works and or any Deliverables under any Statement of Work.

14.2 NP Group shall process the Personal Data only to the extent reasonably necessary in order to fulfil the requirements of any Statement of Work and shall not process the Personal Data for any other purposes other than those expressly authorised by the Client.

14.3 NP Group shall take reasonable steps to ensure the reliability of all its Personnel who have access to the Personal Data and that the Personnel comply with the requirements and obligations of this clause.

14.4 The Client acknowledges that it may receive Personal Data of Personnel of NP Group during the term of any Statement of Work or otherwise in accordance with this agreement. The Client shall only process such Personal Data in accordance with the written instruction of NP Group. The Client will ensure that any of its personnel who are required to have access to such Personal Data of Personnel will comply with the requirements and obligations of this clause.

14.5 Each Party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.

14.6 Each Party will -

(a) take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage (ii) the nature of the data to be protected and (iii) take reasonable steps to ensure compliance with those measures.

(b) not transfer or process any Personal Data outside the European Economic Area ("EEA") (including by remote access from outside the EEA) without the prior consent of the Data Subject and where such consent is obtained, subject always to appropriate consents or protections as required under applicable Data Protection Legislation.

14.7 The Client acknowledges that NP Group is reliant on the Client for direction as to the extent to which NP Group is entitled to use and process the Personal Data disclosed by the Client. Consequently, NP Group will not be liable for any claim brought by a Data Subject arising from any action or omission by NP Group, to the extent that such action or omission resulted directly from the Client's instructions.

14.8 Upon completion or earlier termination of any Statement of Work, each Party shall stop processing any Personal Data it may have pursuant to such Statement of Work. In respect of NP Group, it shall ensure that all Personal Data belonging to the Client is erased from its systems. With respect to the Client, it shall ensure that all Personal Data of any Personnel it has received pursuant to a Statement of Work is erased from its systems. Each Party shall provide the other Party with such evidence as may be required to confirm its compliance with this clause. Should either Party wish or need to retain such Personal Data beyond completion and or earlier termination, they shall only do so with the written consent of the Party who disclosed such Personal Data, such

consent not be unreasonably withheld, and which shall include where applicable the consent of the Data Subject whose Personal Data is the subject matter of such request.

- 14.9 NP Group may authorise a third party (sub-contractor) to process the Personal Data provided that the sub-contractor's contract is subject to data protection terms which are substantially the same as those in this agreement and provided that the sub-contractor's contract terminates automatically on termination of this agreement for any reason.
- 14.10 This clause **Error! Reference source not found.**4 will survive termination (however arising) of this Agreement.

15. Limitation of liability

- 15.1 Nothing in this agreement shall limit or exclude NP Group's liability for:
- (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 15.2 Subject to clause 15.1, NP Group shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for; loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, loss of use or corruption of software, data or information; and any indirect or consequential loss.
- 15.3 Subject to clause 15.1 and clause 15.2, NP Group's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with:
- (a) any Statement of Work shall be limited to 105% of the SoW Charges paid under a Statement of Work by the Client; or
 - (b) this agreement shall be limited to the greater of £100,000 or 125% of the average SoW Charges (calculated by reference to the SoW Charges in successive 12-month periods from the date of this agreement) paid by the Client under this agreement.
- 15.4 If the Client raises a Dispute with respect to negligent performance of or negligent workmanship in the Works and or any Deliverables, the Client's sole remedy in respect of such Dispute (if it is proven through the dispute resolution procedure (clause 28) that NP Group has been negligent in the performance of or workmanship of such Works and or the Deliverables) shall be to require NP Group to re-perform or otherwise rectify such Works and or Deliverables in a reasonable timeframe and at no additional cost to the Client. Should NP Group fail to or refuse to rectify the same, the Client shall be entitled seek redress and compensation for damages (subject to mitigating its position as far as possible and subject to the limitation of liability in this clause 15) that it has suffered as a consequence of NP Group's failure to rectify or re-perform such Works and or the Deliverables affected pursuant to this clause 15.4, provided always that the Client has exhausted the dispute resolution procedure (clause 31).
- 15.5 Other than for representations set out in this agreement, all other implied warranties and representations with respect to any Statement of Work, the Consultancy Services, Works and or any Deliverables are hereby expressly excluded to the extent permitted by law.

16. Termination

- 16.1 Without affecting any other right or remedy available to it, either Party may terminate this agreement with immediate effect by giving written notice to the other Party if:
- (a) the other Party commits a material breach of any term of this agreement and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified [in writing] to do so;

- (b) [the other Party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (c) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (d) the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors [other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party];
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party (being a company);
- (g) the holder of a qualifying floating charge over the assets of that other Party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over all or any of the assets of the other Party or a receiver is appointed over all or any of the assets of the other Party;
- (i) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 days;
- (j) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.1(c) to clause 16.1(i) (inclusive); or
- (k) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

16.2 Without affecting any other right or remedy available to it, NP Group may terminate this agreement with immediate effect by giving written notice to the Client if:

- (a) the Client fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or
- (b) there is a change of control of the Client.

17. Consequences of termination

17.1 On termination or expiry of this agreement under clause 16:

- (a) all existing Statements at Work shall automatically terminate unless otherwise agreed in writing between the parties;
- (b) the Client shall immediately pay to NP Group all of NP Group's outstanding unpaid invoices and interest and, in respect of the Works supplied but for which no invoice has been submitted, NP Group may submit an invoice, which shall be payable immediately on receipt;
- (c) the Client shall return all of NP Group's equipment. If the Client fails to do so, then NP Group may enter the Client's premises and take possession of NP Group's equipment. Until NP Group's equipment has been returned or repossessed, the Client shall be solely responsible for its safe keeping;
- (d) NP Group shall on request return any of the Client Materials not used up in the provision of the Works; and
- (e) the following clauses shall continue in force: Schedule 1 (Definitions and Interpretation), clause 19 (Non-solicitation), clause 11 (Intellectual property rights), clause 10 (Confidentiality), clause 15 (Limitation of liability), clause 17 (Consequences of termination), clause 22 (Waiver), clause 24 (Severance), clause 26 (Conflict), clause

31 (dispute resolution procedure), clause 32 (Governing law and Jurisdiction), together with any other clauses which are by their drafting intended to continue in force.

17.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

18. Force majeure

18.1 Notwithstanding any other provision of this agreement neither Party shall be liable for any failure or delay in the performance of the Works caused by means beyond their reasonable control including without limitation, strikes (provided this does not relate to employees, contractors, consultants, or sub-contractors of the Client or to the Personnel), lock outs, labour disputes, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction or any overriding emergency procedures, fire, flood and storm.

18.2 If either Party is unable to perform their obligations under a Statement of Work as a direct result of a force majeure event, the Party prevented from fulfilling its obligations shall give the other Party written notice of the force majeure event and details the impact of such event will use all reasonable endeavours to notify the other Party within 3 days of such event occurring. The Statement of Work shall be suspended during the period (and only during the period) in which the force majeure event continues save in respect of confidentiality. Upon the force majeure event ceasing to exist the Party affected by it shall immediately give written notice to the other of this fact and the Works shall re-commence. If the reason continues for a period of 14 days or more, the Party affected by the force majeure event may terminate the Statement of Work immediately upon giving written notice of such termination to the other Party.

19. Non-solicitation

19.1 Neither Party shall solicit or entice away (or attempt to), engage, employ or use (or attempt to), and whether directly or indirectly, any employee, officer, and or sub-contractor of the other Party with whom either Party has had personal dealings with in the course of the performance of any Statement of Work, at any time during any Statement of Work and for a period of 12 months thereafter, unless with the express written consent of the other Party. This clause shall not apply where any employee, officer, and or sub-contractor of either Party responds to a job vacancy publicly advertised by the other Party (and provided such job vacancy is not targeted at such employee, officer and or consultant).

19.2 The Client will not, without the prior written consent of NP Group, at any time from the date on which any Works commence to the expiry of 12 months after the completion of such Works, solicit or entice away, engage or employ, or attempt to engage or employ, and whether directly or indirectly, any Personnel utilised by NP Group in the provision of the Works under any Statement of Work.

19.3 Any consent given by NP Group in accordance with clause 19.2 shall be subject to the Client paying to NP Group a sum equivalent to 30% of the then current annual remuneration of or the annualised gross fees payable to the Personnel or, if higher, 30% of the annual remuneration or annualised gross fees to be paid by the Client to the Personnel.

19.4 To the extent that the Client wishes to receive recruitment services from NP Group as opposed to the delivery of Consultancy Services anticipated by this agreement, NP Group's standard terms of business for recruitment services shall apply, and which are available upon request.

20. Equality

20.1 Neither Party will unlawfully discriminate against, harass, and or victimise any of the other Party's employees, officers or contractors (and including any Personnel) in their dealings with such persons whether directly or indirectly, during the provision of or otherwise arising out of or in connection with the delivery of Services; and whether on grounds of sex, sexual orientation, marital or civil partner status, gender reassignment, race, religion or belief, colour, nationality, ethnic or national origin, disability or age. NP Group will not accept instructions from the Client which indicate an intention to discriminate unlawfully. NP Group will notify the Client of any reasonable adjustments required in respect of any Personnel utilised in the delivery of any Services at the

Client's premises whether in respect of access to the Client's premises and or with respect to the provision of Services at the premises. The Parties will co-operate with each other with respect to any reasonable adjustments required in respect of such Personnel. Each Party agrees to comply at all times with the Equality Act 2010.

21. Assignment and other dealings

- 21.1 The Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
- 21.2 NP Group may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement, provided that NP Group gives prior written notice of such dealing to the Client.

22. Waiver

- 22.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 22.2 A failure or delay by a Party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 22.3 A Party that waives a right or remedy provided under this agreement or by law in relation to one Party or takes or fails to take any action against that Party, does not affect its rights in relation to any other Party.

23. Rights and remedies

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

24. Severance

- 24.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

25. Entire agreement

- 25.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 25.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

26. Conflict and survival

- 26.1 If there is an inconsistency between any of the provisions of this agreement and the provisions of the Schedules, the provisions of this agreement shall prevail.
- 26.2 The provisions of clauses; 5,6,7,8, 9, 10, 11, 12, 13, 14, 15, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, and Schedule 1 will survive the termination of this agreement or any Statement of Work together with those provisions that either are expressed to survive its termination or from their nature or context it is contemplated that they are to survive such termination of a Statement of Work and or this agreement.

27. No partnership or agency

- 27.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.
- 27.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

28. Third party rights

No one other than a Party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

29. Notices

- 29.1 Any notice or other communication given to a Party under or in connection with this agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by fax to its main fax number or sent by email to the address specified in the relevant Statement of Work where such notice or communication relates to the Statement of Work, or in the case of any notice or communication under this agreement, to the email address of the Account Manager notified by each Party to the other Party.
- 29.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
 - (c) if sent by fax or email, 2 hours after transmission, provided that the transmission is received during Business Hours, and if outside Business Hours, at 9.00am on the following Business Day.
- 29.3 The contact details for notices to be issued pursuant to this clause are:
- (a) NP Group; Tim Gilbert, Chief Operating Officer
 - (b) Client; [xxxxxx]
- 29.4 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

30. Counterparts

- 30.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 30.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) or the executed signature page of a counterpart of this agreement] by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 30.3 No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

31. Dispute resolution procedure

- 31.1 If any complaint, dispute or query arises under this agreement or any Statement of Work ("Dispute"), the Parties will use all of their respective reasonable endeavours to resolve such Dispute by negotiation. In the first instance, the Client and NP Group will make reasonable endeavours to resolve a Dispute as soon as possible, at the lowest level in the project structure in which they can best be managed. Where either Party considers that a Dispute cannot be resolved within a specified period of time the dissatisfied Party may escalate the Dispute to the next level in the structure in accordance with the following escalation process ("Escalation Process"):

| Escalation Level | Escalation to | Time to resolve |
|------------------|-----------------|-----------------|
| 1 | Project Manager | 7 days |
| 2 | Account Manager | 7 days |
| 3 | Director | 14 days |

31.2 If the Parties have not settled or otherwise resolved the Dispute in accordance with the Escalation Process and the final time period for Escalation Level 3 has expired, the Parties may seek to extend such period of commercial negotiation or take steps to commence legal proceedings in accordance with the jurisdiction provisions below.

32. Governing law and Jurisdiction

32.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

32.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

33. Interpretation

| | |
|--------|---|
| (i) | Clause headings are purely for ease of reference and do not form part of or affect the interpretation of the agreement and or any Statement of Work. |
| (ii) | Words denoting the singular include the plural and vice versa. |
| (iii) | Words denoting any gender include all genders |
| (iv) | Reference to a Party include references to its successors in time, permitted assigns and novatees. |
| (v) | Reference to a person include a reference to any individual, company, partnership, trust, joint venture, association, government or local authority department or other authority or body (whether corporate or unincorporated). |
| (vi) | References to statutory provisions will be construed as references to those provisions as respectively replaced, amended, or re-enacted from time to time (whether before or after the date of this agreement) and will include any provisions of which they are re-enactments (whether with or without modification) and any subordinate legislation made under such provisions. |
| (vii) | Words include, including, and in particular will not be interpreted as limiting the generality of any foregoing words. |
| (viii) | References to termination or determination of the agreement and or any Statement of Work include references to expiry of the agreement and or any Statement of Work. |
| (vii) | Reference to writing includes fax, email and similar means of communication |
| (x) | Reference to the Parties will mean together NP Group and the Client and reference to a Party will be construed as a reference to either of the parties. |
| (xi) | References to day will mean calendar day, and references to week, month and year will be construed the same. |
| (xii) | The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules. |
| (xiii) | References to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established. |
| (xiv) | Reference to a Party not to do something includes an obligation not to allow that thing to be done. |
| (xv) | Reference to the master agreement shall be reference to the agreement . |

This agreement has been entered into on the date stated at the beginning of it.

Signed by [NAME OF DIRECTOR]
for and on behalf of NP Group Limited

.....
Director

Signed by [NAME OF DIRECTOR]
for and on behalf of [NAME OF CUSTOMER]

.....
Director

Schedule 1 - Definitions

The following definitions and rules of interpretation apply in this agreement:

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

Applicable Laws: all applicable laws, statutes, regulation [and codes] from time to time in force.

Business Day: a day, other than a Saturday; Sunday; bank holiday; or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.30 pm on any Business Day.

Change Order: has the meaning given in clause 4 **Error! Reference source not found.**

Confidential Information: means any information which is marked as being confidential or which is manifestly confidential together with all information obtained directly or indirectly from the disclosing Party that relates to the business, affairs, products, developments, trade secrets, know-how, employees, customers and suppliers of either Party, the subject matter of this agreement, any Client Materials, and or any information that may reasonably be regarded as the confidential information of the disclosing Party but does not include information that (i) is or becomes generally available to the public (other than as a result of its disclosure by the disclosing Party or its representatives in breach of this agreement), (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information); or (ii) the Parties agree in writing is not confidential or agree may be disclosed.

Consultancy Services: the consultancy and or management services of NP Group.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of control:** shall be construed accordingly.

Client Materials: all documents, information, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to NP Group in connection with the Works, including the items provided pursuant to clause 9.1(c).

Data Controller: has the meaning of (i) "data controller" in the Data Protection Act 1998 in respect of processing undertaken on or before 24 May 2018; and (b) "controller" in accordance with the General Data Protection Regulation (EU) 2016/679 in respect of processing undertaken on or after 25 May 2018

Data Protection Legislation: all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, the processing of personal data and privacy, including without limitation, (a) the Data Protection Act 1998; (b) (with effect from 25 May 2018) the General Data Protection Regulation (EU) 2016/679; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and (d) any legislation that replaces or converts into United Kingdom law the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of personal data and privacy resulting from the United Kingdom leaving the European Union;

Data Subject: an individual who is the subject of Personal Data.

Deliverables: any output of the Works to be provided by NP Group to the Client as specified in a Statement of Work and any other documents, products and materials provided by NP Group to the Client in relation to the Works (excluding NP Group's equipment) and excluding any Existing IPR.

Existing IPRs: any Intellectual Property Rights belonging to or licensed to NP Group, or developed, created or generated independently of the delivery of any Works under a Statement of Work by NP Group or any of its Personnel.

Intellectual Property Rights or IPRs: patents, utility models, rights to inventions, copyright and related rights, [moral rights,] trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and

rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Mandatory Policies: the Client's business policies and codes attached to a Statement of Work, as amended by notification to NP Group from time to time.

Milestone: a date by which a part or all of the Works is to be completed, as set out in a Statement of Work.

Party: NP Group or the Client and shall include their successors in time, permitted assigns and novatees, and Parties shall be construed accordingly.

Personal Data: means as set out in, and will be interpreted in accordance with Data Protection Legislation;

Personal Data Breach : the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with this Agreement or which relates to any Candidate and, where applicable, to any Representative;

Process: means as set out in, and will be interpreted in accordance with Data Protection Legislation and "Processed" and "Processing" will be construed accordingly;

Personnel: any employee, officer, consultant, contractor, sub-contractor, and or agent of NP Group from time to time.

Processing and process: have the meaning set out in section 1(1) of the Data Protection Act 1998.

SoW Charges: the sums payable for the Works as set out in a Statement of Work.

Statement of Work: a detailed plan, agreed in accordance with clause 3Error! Reference source not found., describing the services to be provided by NP Group, the timetable for their performance and the related matters listed in the template statement of work set out in Schedule 2.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

Works: the Consultancy Services to be provided by NP Group under a Statement of Work including services which are incidental or ancillary to the Works as defined in the Statement of Work.

Schedule 2 - Template - Statement of Work

| | |
|---|--|
| SOW NO: | |
| DATE OF STATEMENT OF WORK: | |
| CUSTOMER DETAILS: | |
| NAME AND ADDRESS OF THE CUSTOMER: | |
| CUSTOMER ACCOUNT MANAGER: CONTACT DETAILS: | |
| CUSTOMER PROJECT MANAGER: CONTACT DETAILS: | |
| LOCATION (where Work to be delivered onsite for Client): | |
| NAME AND ADDRESS OF END CUSTOMER (where applicable): | |
| PROJECT DETAILS: | |
| NATURE OF PROJECT AND CONSULTANCY SERVICES: | |
| MILESTONES AND DELIVERABLES (where applicable): | |
| ACCEPTANCE CRITERIA (If applicable): | |
| NP GROUP DETAILS: | |
| ACCOUNT MANAGER: CONTACT DETAILS: | |
| PROJECT MANAGER: CONTACT DETAILS: | |
| PERSONNEL INITIALLY ALLOCATED: | |
| PROJECT TIMESCALES: | |
| COMMENCEMENT DATE: | |
| TIMETABLE OF WORKS: | |

| | |
|---|--|
| PREDICTED COMPLETION DATE: | |
| AGREED DATE FOR DELIVERABLES: MILESTONES TO BE DELIVERED BY: | |
| NOTICE PERIODS: | NP Group to Client: Client to NP Group: |
| CHARGES: | |
| By Professional Day Rate (min [xx] hours) or Hourly Rate: | N/A or detail |
| By Milestone/Stage Payments: | N/A or detail |
| Expenses Chargeable (if Yes, provide details): | Y/N |
| SPECIAL TERMS: | As set out in Annex A attached <i>[any additional terms required by the client]</i> |

Signed by [NAME OF DIRECTOR] for
and on behalf of NP Group Limited

.....
Director

Signed by [NAME OF DIRECTOR]
for and on behalf of [NAME OF
CUSTOMER]

.....
Director