

CONFIDENTIAL

DATED [Insert the date the services commence or “Date of final signature of this Agreement”]

(1) DELOITTE LLP

and

(2) [INSERT NAME OF SUPPLIER]

[This needs to reflect the entity approved through BRMS and TPRM (where applicable)]

MASTER SERVICES AGREEMENT

Table of Contents

1.	DEFINITIONS AND INTERPRETATION.....	4
2.	PERFORMANCE OF SERVICES	5
3.	DELIVERABLES	7
4.	DOCUMENTATION	8
5.	ACCESS.....	8
6.	SERVICE CREDITS.....	9
7.	PERSONNEL.....	10
8.	IR35	12
9.	PRICE AND PAYMENT	12
10.	TAX AND TAX INDEMNITY	14
11.	WARRANTIES.....	14
12.	CONTRACT MANAGEMENT	15
13.	CHANGES.....	16
14.	DATA PROTECTION.....	16
15.	CONFIDENTIALITY.....	16
16.	INTELLECTUAL PROPERTY RIGHTS	18
17.	SECURITY.....	19
18.	LIABILITY.....	19
19.	TERM AND TERMINATION	20
20.	SUB-CONTRACTORS	23
21.	INSURANCE	24
22.	CONSENTS AND LEGAL COMPLIANCE.....	24
23.	AUDIT.....	27
24.	FORCE MAJEURE.....	28
25.	DISASTER RECOVERY AND BUSINESS CONTINUITY	28
26.	TUPE.....	29
27.	DISPUTE RESOLUTION	29
28.	THIRD PARTY RISK MANAGEMENT	30
29.	OTHER PROVISIONS	30
	SCHEDULE 1 DEFINITIONS	34
	SCHEDULE 2 TEMPLATE STATEMENT OF WORK	38
	ATTACHMENT A CHARGES	44
	ATTACHMENT B DESCRIPTION OF PROCESSING	45
	SCHEDULE 3 CHARGES.....	46
	SCHEDULE 4 CHANGE CONTROL.....	47
	SCHEDULE 5 PROCESSING OF PERSONAL DATA.....	50

SCHEDULE 6 TPRM	53
SCHEDULE 7 BUSINESS CONTINUITY PLAN	54
SCHEDULE 8 INFORMATION SECURITY	57
SCHEDULE 9 IR35 ADDENDUM	59
SCHEDULE 10 POLICIES	62

CONFIDENTIAL

This Agreement is made on 202[●]

Between:

- (1) Deloitte LLP a limited liability partnership incorporated in England and Wales with registered number OC303675 whose registered office is at 1 New Street Square, London, EC4A 3HQ ("Deloitte"); and
- (2) [SUPPLIER ENTITY], a company incorporated in [Insert] with registered number [Insert number] whose registered office is at [Insert registered address, as per Companies House, or equivalent register if outside the UK] (the "Supplier")
- (3) singularly a "Party" and jointly the "Parties".

RECITAL

- (A) *[Insert relevant background as appropriate. Eg. Deloitte has identified the opportunity to engage suppliers in the field of [insert procurement category, e.g. talent, technology, real estate] for intended use by [team X] in [Geography]*
- (B) *for [Y years – note this MSA continues indefinitely unless terminated with 30 days notice in clause 19.3. If not relying on this clause 19.3, Deloitte team can decide how long you wish this MSA to continue for e.g. a set 3 year term. Please update clause 19.1 if specifying a set term].*
- (C) To that end, Deloitte requires certain Services and Deliverables (as defined in this Agreement) to be provided by the Supplier.
- (D) This Agreement is a framework agreement further to which the Parties may, from time to time, enter into Statements of Work in respect of Services and/or Deliverables to be provided by the Supplier to Deloitte. Each such Statement of Work, once agreed in accordance with this Agreement, shall constitute a separate contract for the provision of the Services and/or Deliverables specified in such Statement of Work, subject to its terms and the terms of this Agreement.

IT IS AGREED as follows;

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement the defined terms set out in Schedule 1 shall apply.
- 1.2. Any reference to a statute, statutory provision or statutory instrument includes a reference to all rules and regulations made under it, in each case as any such statute, statutory provision, statutory instrument, rule or regulation is from time to time in force and is from time to time amended, extended, consolidated, re-enacted, replaced, superseded or otherwise converted, succeeded, modified or incorporated into law.
- 1.3. References to one gender include all genders and references to the singular include the plural and vice versa.
- 1.4. Words introduced by the word "including" or any similar expression are to be construed as illustrative and shall not limit the sense of the related general words.
- 1.5. References to:

- 1.5.1. a person includes any company, partnership or unincorporated association (whether or not having separate legal personality); and
- 1.5.2. a company shall include any company, corporation or any body corporate, wherever incorporated.
- 1.6. References to this Agreement shall include any Recitals and Schedules to it and references to Clauses and Schedules are to clauses of, and schedules to, this Agreement. References to Paragraphs are to paragraphs of the Schedules; and
- 1.7. Headings shall be ignored in interpreting this Agreement.

2. PERFORMANCE OF SERVICES

Statements of Work

- 2.1. As and when Deloitte requires any Services and/or Deliverables from the Supplier, it will inform the Supplier. The Parties will then discuss those Services and/or Deliverables and a Statement of Work will be agreed in the following manner:
 - 2.1.1. within seven (7) days of receiving a request for a Statement of Work, the Supplier will provide Deloitte with a draft Statement of Work setting out details of the required Services and/or Deliverables and, where applicable, the proposed Service Levels, Charges, payment terms (utilising the rates in Schedule 3 where applicable) and timetable (including any relevant milestones or stages for the Services and/or Deliverables);
 - 2.1.2. unless otherwise agreed between the Parties in writing, each Statement of Work will be substantially in the form of the template document set out in Schedule 2; and
 - 2.1.3. no Statement of Work will be valid or binding on either Party unless and until it has been signed by duly authorised representatives of both the Supplier and Deloitte.
- 2.2. The Supplier shall not be entitled to charge Deloitte any fee or expense in connection with the preparation and negotiation of any Statement of Work.
- 2.3. Each Statement of Work will constitute a separate contract between Deloitte and the Supplier, incorporating all provisions of this Agreement unless and to the extent that the Statement of Work expressly states otherwise (and unless the context requires otherwise, references to “this Agreement” shall be construed accordingly). No variation to this Agreement in a Statement of Work shall be valid or enforceable unless: (i) it is specifically identified in writing in the Special Terms section of the Statement of Work as a variation to this Agreement; and (ii) the Statement of Work expressly references the Clause of the Agreement which is being amended. Any amendment to this Agreement agreed in a Statement of Work in accordance with this Clause 2.3 shall be deemed to apply only to that specific Statement of Work.
- 2.4. In the event of any conflict or inconsistency between the terms of this Agreement, the terms of any Statement of Work or any appendices or attachments to such a Statement of Work, the following shall be the descending order of precedence:
 - 1. the Special Terms appearing in any Statement of Work that either (i) supplement the Master Terms where specific to the Services or Deliverables, or (ii) vary the Master Terms by explicit reference to specific

- provisions of the Master Terms failing which no such variation shall apply;
2. the terms of this Master Services Agreement (“Master Terms”);
 3. the terms of the relevant Statement of Work (other than the Special Terms); and
 4. the terms of the relevant appendix or attachment.
- 2.5. The Supplier shall not be obliged to provide, and Deloitte shall not be liable to pay any Charges for, Services or Deliverables provided by the Supplier under an improperly authorised Statement of Work. If the Supplier proceeds with performing the Services or providing Deliverables without a properly authorised Statement of Work in place, the performance thereunder shall be at the Supplier’s sole risk and expense.
- 2.6. If required by Deloitte, the Supplier shall use Deloitte’s Procurement Portal to agree to a Statement of Work (and a Statement of Work in final form which is agreed by both Parties via the Procurement Portal shall be considered signed for the purposes of Clause 2.1.3.

Standard of Service

- 2.7. In performing its obligations under this Agreement, the Supplier shall:
- 2.7.1. comply with all laws, statutes, regulations, industry codes, industry standards and guidance applicable to the nature of the Services;
 - 2.7.2. comply with all Policies;
 - 2.7.3. perform the Services in accordance with the terms of this Agreement and the relevant Statement of Work;
 - 2.7.4. perform the Services specified in the Statement of Work so as to meet or exceed the Service Levels;
 - 2.7.5. perform the Services with all due care, skill, and diligence;
 - 2.7.6. perform the Services in accordance with Good Industry Practice;
 - 2.7.7. perform the Services using a sufficient number of suitably qualified skilled and experienced Personnel; and
 - 2.7.8. perform the Services in accordance with the Policies and Deloitte’s reasonable instructions.
- 2.8. Any breach of Clause 2.7.1 or Clause 2.7.2 shall constitute a material breach of this Agreement, which is irremediable under Clause 19.6.
- 2.9. The Supplier shall ensure that the Deliverables comply with the requirements of this Agreement and the relevant Statement of Work, and are of satisfactory quality, fit for purpose and free from defects in design, materials, and workmanship.
- 2.10. The Supplier shall keep Deloitte and its Representative accurately and comprehensively informed as to the progress and status of any Services and/or Deliverables on which the Supplier is presently engaged, by means of written reports

(including without limitation the reports set out in Clause 12.3) and otherwise in such manner and format and at such intervals as may be requested by Deloitte or agreed between the Parties from time to time.

- 2.11. Without limitation to Clause 2.7, the Supplier shall advise Deloitte of any significant delays or anticipated delays in performance of the Services and/or Deliverables including information as to the cause of the delay.

3. DELIVERABLES

- 3.1. The Supplier shall deliver Deliverables by the date(s) agreed in the relevant Statement of Work.

Acceptance

- 3.2. Following receipt by Deloitte of any Deliverables, Deloitte may review, consider, and evaluate such Deliverable(s) and will (where Deloitte reasonably determines that the relevant Deliverable meets the Specifications, any acceptance criteria as set out in a Statement of Work and Deloitte's reasonable requirements) approve the same in writing. As part of its evaluation, Deloitte may carry out such acceptance tests on Deliverables as are reasonably required to verify that the Deliverable complies with the terms of this Agreement and/or the relevant Statement of Work (including Deloitte's reasonable requirements).
- 3.3. Where Deloitte considers (acting reasonably and in good faith) that any Deliverable does not comply with the terms of this Agreement and/or the relevant Statement of Work, Deloitte shall be entitled (at its discretion) to either:
- 3.3.1. require the Supplier to amend and/or update the applicable Deliverable in order to rectify any deficiencies (at no additional cost to Deloitte) within such timescales as Deloitte, acting reasonably, deems appropriate having regard to the nature of the deficiencies concerned; or
 - 3.3.2. terminate the relevant Statement of Work and receive a refund of any sums which may have been paid in advance in respect of the unapproved Deliverable.
- 3.4. If Deloitte requires the Supplier to rectify any deficiencies in any Deliverable identified by Deloitte pursuant to Clause 3.3, then:
- 3.4.1. the Supplier shall re-deliver the applicable Deliverable for re-approval by Deloitte; and
 - 3.4.2. if the Deliverable re-delivered pursuant to Clause 3.4.1 still does not meet the requirements of this Agreement (as determined by Deloitte, acting reasonably), Deloitte shall be entitled (in its discretion) either:
 - 3.4.2.1. to repeat the process at Clause 3.3 a second time; or
 - 3.4.2.2. to approve that Deliverable subject to the payment (where relevant) of a reduced amount agreed by the Parties to reflect the deficiencies in the Deliverable; or
 - 3.4.2.3. to terminate the relevant Statement of Work in whole or in part (including in respect of the unapproved Deliverable) and receive a refund of any sums which may have been paid in advance in respect

of that Statement of Work (or relevant part thereof); or

- 3.4.2.4. exercise such additional rights as may be stated in a Statement of Work.

- 3.5. Any approval by Deloitte of any particular Deliverable shall be without prejudice to Deloitte's right to reject any other Deliverable.

4. DOCUMENTATION

- 4.1. The Supplier shall provide Deloitte with all information required in order to enable Deloitte to understand, use, and enjoy the benefits of the Services and Deliverables (including but not limited to installation, commissioning, operation and maintenance) and all revisions and updates to such information from time to time.
- 4.2. Deloitte shall have the right to copy, reproduce, and generally use the Documentation for Deloitte's business purposes and the implementation, use, and operation of the Services and/or Deliverables.
- 4.3. The right to copy, reproduce, and use the Documentation referred to in Clause 4.2 shall also extend to Deloitte's subcontractors and third party suppliers provided that such use is required for the purposes of providing Services to Deloitte.

5. ACCESS

Access to Information

- 5.1. The Supplier shall specify to Deloitte in sufficient detail all information/documentation reasonably required by the Supplier from Deloitte for the purposes of performing the Services and/or delivering the Deliverables. The Supplier shall promptly upon receipt:
 - 5.1.1. review all such information/documentation supplied by Deloitte; and
 - 5.1.2. notify Deloitte of any further information reasonably required.
- 5.2. If the Supplier fails to notify Deloitte of any further information/documentation it requires for the purposes of performing the Services and/or delivering the Deliverables, the Supplier will be precluded from relying upon any such lack of information/documentation if it later fails to perform the Services and/or deliver the Deliverables in accordance with this Agreement and/or the relevant Statement of Work.

Access to Premises and Equipment

- 5.3. If the performance of any Services hereunder requires use of Deloitte's premises or equipment, Deloitte shall ensure that the Supplier's Personnel are, on reasonable notice, given such access to the premises or equipment as is reasonably necessary to facilitate the performance of the Services.
- 5.4. The Supplier shall keep safe and secure and shall take all reasonable care of any equipment belonging to Deloitte while in the possession or control of the Supplier.
- 5.5. The Supplier shall, in the course of performance of the Services, take all reasonable precautions to safeguard the health and safety of its Personnel whilst on the premises and working with equipment which belongs to Deloitte or is located at Deloitte's premises and the Supplier shall ensure that all such Personnel behave in a

professional, courteous and inclusive manner and comply with all Policies, and any other policies or processes that apply to persons who are allowed access to any of Deloitte's premises. The Supplier shall ensure that the use of such premises and equipment by its Personnel at all times complies with all relevant statutory regulations and approved codes of practice, including without limitation those issued pursuant to the Health and Safety at Work etc. Act 1974 and the Factories Act 1961 and Deloitte's health and safety and security procedures.

- 5.6. The Supplier shall ensure that Supplier Personnel conform to all security, safety and works regulations and such other local instructions as may be notified to the Supplier whilst on any Deloitte premises. Deloitte may remove from and refuse entry and re-admission to any Deloitte premises, any person who is, in the reasonable opinion of Deloitte, not conforming to these requirements or is otherwise not a fit person to be allowed on Deloitte premises.

Access to Technology

- 5.7. Where the Supplier (including Supplier Personnel) is given access (whether direct or remote) to any Technology under or in connection with this Agreement, the Supplier shall (and shall ensure that the Supplier Personnel):
- 5.7.1. comply with any Usage Requirements relevant to the Technology;
 - 5.7.2. only use the Technology in connection with proper performance of the Services and/or Deliverables;
 - 5.7.3. not permit any other individual or entity to access the Technology and not share any passwords, profiles or credentials which may have been created in order to facilitate access to the Technology;
 - 5.7.4. upon Deloitte's request, immediately cease access to and use of any Technology and return all Technology (and associated data and documentation) to Deloitte; and
 - 5.7.5. not deactivate or disable any Technology used by Deloitte or otherwise take action that would cause any damage or harm to any Technology.
- 5.8. The Supplier agrees to indemnify Deloitte against all claims, liability, demands, proceedings, costs and expenses arising as a result of any act or omission of the Supplier (or for any other persons for whose acts or omissions the Supplier is liable) arising from a breach of this Clause 5.7.

6. SERVICE CREDITS

Service Credits

- 6.1. If the Supplier fails to provide the Services in accordance with the Service Levels or fails to supply the Deliverables within the agreed timeframes (as applicable), then Service Credits shall accrue in accordance with the Statement of Work. The Supplier shall: (i) deduct such Service Credits from the next invoice due under this Agreement; or (ii) if Deloitte requests or if no further invoices are due, the Supplier shall pay Deloitte the Service Credits as a debt within thirty (30) days of those Service Credits being incurred.
- 6.2. The payment of Service Credits and any liquidated damages is in addition, and shall be without prejudice, to any other right or remedy of Deloitte under this Agreement or

otherwise. The Service Credits and liquidated damages shall not be the sole and exclusive remedy of Deloitte.

- 6.3. The Parties further acknowledge and agree that, without prejudice to the Supplier's liability to pay Service Credits under this Clause and any liquidated damages under a Statement of Work, in the event of any failure by the Supplier to perform any Services (including the delivery of any Deliverables) by the dates agreed, the Supplier shall at its sole expense take all such actions and steps as may be required to complete such performance.

7. PERSONNEL

Personnel

- 7.1. The Supplier shall ensure that it provides an adequate number of suitably qualified, skilled, and experienced Personnel and shall ensure they provide the Services and perform their obligations under this Agreement with all due care, skill, and diligence. In particular, all Personnel shall be fluent in English and the Supplier shall ensure that all Personnel are entitled to work in the jurisdiction in which or from which they are providing the Services.

Vetting

- 7.2. The Supplier shall be responsible for screening all Supplier Personnel, at its own cost, to meet the following background checks at a minimum:
- 7.2.1. identity verification checks, confirmation of the Personnel's current address and confirmation of the Personnel's right to work in the UK (and/or other relevant jurisdiction);
 - 7.2.2. a check (for completeness and accuracy) of the Personnel's CV and reference from the previous employer, and
 - 7.2.3. financial probity and International Sanctions List Checks (World Check).
- 7.3. Where Supplier Personnel require access to the Deloitte Group's Working Floors, Technology and/or Deloitte Information, in addition to the checks at Clause 7.2 the Supplier shall, prior to such access being granted and at such other times as requested by Deloitte, at its own cost, meet the following additional background checks:
- 7.3.1. confirmation of the highest claimed academic qualification(s), obtained at tertiary level within the preceding five (5) years; and
 - 7.3.2. basic level criminal record check.
- 7.4. The Supplier shall ensure that:
- 7.4.1. access will only take place to the extent strictly necessary for the proper performance of its duties in respect of this Agreement, and
 - 7.4.2. all Supplier Personnel have read and understand Deloitte Security Policies in place at such time of access.
- 7.5. The Supplier shall provide the necessary evidence (including supporting documents), on request, that the checks in Clause 7.2 and Clause 7.3, as applicable, have been

successfully completed.

- 7.6. Any negative findings shall be promptly flagged to Deloitte including any change in circumstances which occur during the duration of the Agreement.
- 7.7. Where the Supplier is unable to complete the appropriate checks requested by Deloitte or there are commercial grounds for Deloitte itself to complete such checks, Deloitte shall do so at the cost of the Supplier subject to consultation with the Supplier.
- 7.8. The Supplier's right of access to the Deloitte Group's Working Floors, Technology or Deloitte Information shall terminate upon termination of the Agreement, unless otherwise agreed in writing between the Parties.

Key Personnel

- 7.9. Each Statement of Work will set out the names of the Supplier's key Personnel engaged in the performance of the Supplier's obligations under that Statement of Work (the "Key Personnel").
- 7.10. The Supplier shall procure that all Key Personnel remain engaged in the provision of the relevant Services at all times until the expiry or termination of the applicable Statement of Work (or as otherwise agreed between the Parties), except in each case where a Key Personnel ceases to be so engaged directly and solely as a result of the:
 - 7.10.1. termination of that Key Personnel's employment (including the Key Personnel's resignation);
 - 7.10.2. Key Personnel taking long-term sick leave or other statutory leave (in which case the Key Personnel will, unless Deloitte requires otherwise, return to his or her role in the provision of the Services promptly following the end of such leave); or
 - 7.10.3. death of a Key Personnel.
- 7.11. In the event that the Supplier promotes a Key Personnel to a new position, that Key Personnel shall remain engaged in the provision of the Services in the same role and with the same responsibilities as those which he or she fulfilled prior to the promotion for a period of three (3) months after the date of the promotion.
- 7.12. If any of the Key Personnel ceases, or will cease, to be involved in the provision of the Services, then the Supplier shall promptly nominate another Personnel of the Supplier to act as a Key Personnel in place of that person. Prior to doing so, the Supplier shall:
 - 7.12.1. ensure the individual has the appropriate ability, experience, and qualifications;
 - 7.12.2. notify Deloitte of its intention to appoint that individual as a Key Personnel; and
 - 7.12.3. provide Deloitte with such information about the individual as is reasonably requested by Deloitte.

- 7.13. If Deloitte reasonably and promptly objects in writing to the individual proposed under Clause 7.12, the Supplier shall not assign that individual to the position and shall promptly propose to Deloitte another individual of suitable ability, experience and qualifications. If Deloitte does not object to that individual, they shall become a Key Personnel for the purpose of this Agreement.
- 7.14. All costs of training any replacement employee to act as a Key Personnel, or other handover costs, shall be borne by the Supplier.

8. IR35

- 8.1. The provisions set out in Schedule 9 shall apply in relation to the Supplier's compliance with off-payroll staffing requirements known as IR35.

9. PRICE AND PAYMENT

Pricing

- 9.1. Deloitte shall pay to the Supplier the Charges specified in the Statement of Work in respect of the provision of the Services. Other than the Charges set out in the Statement of Work, no other fees or charges of any kind shall be payable for those Services by Deloitte.
- 9.2. For Services provided on a time and material basis, unless otherwise agreed in a Statement of Work:
- 9.2.1. the rates shall not exceed the Deloitte Rates.
- 9.2.2. Deloitte shall reimburse the Supplier for reasonable business-related expenses incurred while performing the Services outside the Supplier Personnel's normal place of work or where Supplier Personnel are specifically requested to attend a Deloitte site (other than in London, if based in the UK, or the primary city of the Deloitte entity signing this Agreement (if different)), provided that:
- 9.2.2.1. such expenses are incurred in accordance with Deloitte's expenses policy (a copy of which is available to the Supplier upon request);
- 9.2.2.2. the nature and estimated amount of such expenses are set out in writing in an applicable Statement of Work;
- 9.2.2.3. Deloitte has approved the same in writing in advance; and
- 9.2.2.4. in all cases the Supplier has furnished Deloitte with reasonable supporting documentation within thirty (30) days of the end of the Contract Month in which the relevant expenses were incurred.
- 9.2.3. The Supplier shall not exceed any estimate specified in the Statement of Work without Deloitte's written agreement to a new increased estimate.
- 9.2.4. The Supplier shall ensure that every individual whom it engages to provide the Services completes time sheets to record time spent on the Services, and the Supplier shall indicate the time spent per individual in its invoices.
- 9.3. Except as otherwise provided in Clause 9.2.2 or expressly agreed in a Statement of Work, the Charges set out in a Statement of Work are inclusive of all costs and

expenses and Supplier shall bear its own costs and expenses incurred in respect of compliance with its obligations under this Agreement and all Statements of Work.

Invoicing Procedures and VAT

- 9.4. Unless otherwise agreed in a Statement of Work, all Charges under a Statement of Work shall be invoiced monthly in arrears and the Supplier shall submit to Deloitte an invoice in respect of the charges payable in relation to the preceding Contract Month.
- 9.5. The Supplier shall ensure that all invoices for the Charges (a) are in such a format and medium as Deloitte may specify from time to time and (b) contain sufficient information to enable Deloitte to identify the Services and any disbursements or expenses being invoiced, including as set out in Clause 9.6 below, and clearly show any Service Credits that have been applied.
- 9.6. Each invoice shall contain the particulars required by statute in respect of VAT and the following mandatory information:
 - Supplier name and remittance address in full,
 - Remittance banking information,
 - VAT registration number, if applicable,
 - Deloitte UK entity and address,
 - Full name and email address of the Deloitte requestor or buyer,
 - Purchase Order number, if applicable, and having sufficient value to cover the payment of the invoice,
 - Supplier's unique invoice number,
 - Amount and Currency in which payment is required,
 - Any Service Credits that have been applied, and
 - GBP equivalent VAT amount and exchange rate if a UK Supplier is issuing invoices in currencies other than GBP.
- 9.7. All Charges, costs and expenses due under this Agreement must be invoiced by the Supplier within six (6) months of the date that the Supplier is first entitled to invoice such sums.
- 9.8. All the above mandatory information is required to appear on the face of the invoice.
- 9.9. All invoices shall be sent to ukp2pvendorinvoices@deloitte.co.uk or as otherwise notified by Deloitte.
- 9.10. Payment of a correct undisputed invoice, submitted in accordance with Clauses 9.4 to 9.9 above, shall be made by Deloitte within thirty (30) days from the date of receipt. Deloitte reserves the right to refuse payment of part or all of any invoice which is not submitted in accordance with this Agreement.
- 9.11. If either Party fails to pay any undisputed amount properly due on time, the other Party shall be entitled to charge and receive interest at a rate of 2% per annum above the base lending rate from time to time of Bank of Scotland plc such interest shall accrue from the due date until the date of payment whether before or after any judgement and shall be calculated on a daily basis.
- 9.12. If Deloitte disputes an invoice amount, it shall pay any amount it believes is due for payment and liability for payment of the balance shall be determined by agreement between the Parties acting reasonably or, failing such agreement, in accordance with

law.

- 9.13. No payment made by Deloitte shall constitute a waiver by Deloitte of any breach by the Supplier of any of its obligations under the Agreement, or prejudice Deloitte's right in the future to question or dispute any payments and any payment withheld by Deloitte shall be without prejudice to any other rights and remedies of Deloitte under the Agreement or at law.
- 9.14. The Supplier shall provide such further detail, evidence and explanations as Deloitte may reasonably request to verify the accuracy of any invoiced amounts.

10. TAX AND TAX INDEMNITY

- 10.1. The Supplier will account to the appropriate authorities for income tax, VAT, National Insurance contributions and all other taxes, liabilities, charges, and duties arising out of the provision of the Services. The Supplier will register for VAT purposes if appropriate and will supply Deloitte with a copy certificate of registration.
- 10.2. The Supplier agrees to indemnify Deloitte and the Deloitte Group on a continuing basis against:
 - 10.2.1. any income tax (whether under PAYE or otherwise) or national insurance contributions (including any related interest, penalties or costs) which may at any time be levied, demanded or assessed on Deloitte by HMRC or other statutory authority for which the Deloitte Group (or any member of the Deloitte Group) may otherwise be or become liable in relation to the Supplier or any Supplier Personnel; and
 - 10.2.2. any legal fees or other costs incurred by Deloitte or the Deloitte Group (or any member of the Deloitte Group) in enforcing its rights under this clause.

11. WARRANTIES

Mutual Warranties

- 11.1. Each Party warrants to the other that it:
 - 11.1.1. is duly constituted, organised and validly existing under the laws of the country of its incorporation; and
 - 11.1.2. has the legal right and full power and authority to execute and deliver, and to exercise its rights and perform its obligations under this Agreement and all the documents which are to be executed by it as envisaged by this Agreement.

Supplier Warranties

- 11.2. The Supplier warrants, represents and undertakes to Deloitte that:
 - 11.2.1. it shall perform the Services and provide all Deliverables in accordance with all applicable laws and mandatory regulations;
 - 11.2.2. it shall maintain reasonable and appropriate technical and organisational security measures in accordance with Good Industry Practice to protect Deloitte Information and the Technology, from third parties, and in particular

from disruption by any Virus;

- 11.2.3. it has carried out sufficient due diligence in accordance with Good Industry Practice to satisfy itself as to all risk, contingencies, and circumstances to do with the performance of the Services;
- 11.2.4. in respect of the Technology, it shall not:
 - 11.2.4.1. remove, copy, delete or transfer any Deloitte Information from the Technology under this Agreement without Deloitte's prior written consent; nor
 - 11.2.4.2. access or seek to access any Deloitte Information in the Technology except as expressly permitted under this Agreement or with Deloitte's prior written consent;
- 11.2.5. Deliverables shall not include any Open-Source Software components unless expressly agreed otherwise in a Statement of Work;
- 11.2.6. all Deliverables will be free from defects in design, manufacture, materials and workmanship and will conform with all specifications and requirements, and will be delivered in accordance with any timetables agreed in writing between the Parties. The Supplier shall promptly remedy, free of charge, any failure of a Deliverable to comply with the warranty in this Clause 11.2.6 which manifests itself within six (6) months from acceptance, provided that:
 - 11.2.6.1. Deloitte notifies the Supplier of any failure or defect in writing;
 - 11.2.6.2. the Supplier is permitted to make full examination of the alleged failure or defect; and
 - 11.2.6.3. the failure or defect did not result from Deloitte's breach of the Agreement to the extent such breach relates to the Services or Deliverables;
- 11.2.7. Deloitte's receipt of the Services or its receipt or use of the Deliverables or any other documents, products and materials provided by the Supplier to Deloitte in relation to the Services, or Deloitte's use of the Supplier's Intellectual Property Rights in accordance with the terms of this Agreement, shall not infringe the rights, including any Intellectual Property Rights, of any third party;
- 11.2.8. the Supplier shall during the Term obtain and maintain, at its own expense, all necessary licences and authorisations and comply with all applicable laws, regulations, regulatory requirements and codes of practice in connection with its obligations under this Agreement and in all matters relating hereto and shall not do or permit anything to be done which might cause or otherwise result in a breach by Deloitte of the relevant laws, regulations, regulatory requirements and codes of practice; and
- 11.2.9. the Supplier will fully and effectively indemnify Deloitte in relation to any breach of any of the warranties provided by the Supplier in this Clause 11.2.

12. CONTRACT MANAGEMENT

Contract Representatives

- 12.1. The principal point of contact between Deloitte and the Supplier in relation to issues arising out of this Agreement or the performance of the Services will be the Representatives. Either Party may change the identity of its Representative at any time by written notice to the other.

Meetings

- 12.2. Every contract quarter during the Term (or at such other frequency as the Parties may agree) the Parties shall procure that their respective Representatives attend a management meeting for the purposes of:
- 12.2.1. considering any issues arising out of the performance of the Services, including performance against the Service Levels;
 - 12.2.2. discussing the current status of any proposed Statements of Work or Changes; and
 - 12.2.3. considering any other issues arising under or in connection with this Agreement.

Reporting

- 12.3. The Supplier shall prepare and submit to Deloitte and/or its Representative written reports as follows:
- 12.3.1. during any period of performance of the Services, monitor and record its performance in relation to the Service Levels, and on a monthly basis provide Deloitte with a Service Level Report, or such other regularity as may be specified by Deloitte from time to time; and
 - 12.3.2. any other reports as may be reasonably requested by Deloitte from time to time.
- 12.4. The Supplier shall be responsible for implementing, at its own cost, the necessary measurement and monitoring tools and procedures required to measure, monitor, and report its compliance with the applicable Service Levels and to comply with any reporting requirements under Clause 12.3.

13. CHANGES

- 13.1. Where either Party wishes to make a Change, then such Change must be made in accordance with the Change Control provisions of Schedule 4. Any other amendment to or variation of this Agreement must be made in accordance with Clause 29.10.

14. DATA PROTECTION

- 14.1. Both Parties shall comply with their respective obligations in relation to Personal Data as set out in Schedule 5.

15. CONFIDENTIALITY

Confidentiality

- 15.1. Each Party undertakes that it shall keep confidential the Confidential Information of the other Party (and their Groups) received or obtained in connection with this Agreement and shall not directly or indirectly disclose such Confidential Information to any other person or company except as provided in this Agreement, and shall not itself make any use of such Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

Exceptions

- 15.2. Subject to Clause 14 (Data Protection), the provisions of Clause 15.1 shall not prohibit disclosure of Confidential Information if and to the extent the receiving Party:
- 15.2.1. discloses the Confidential Information to such of its Affiliates and its Affiliates' employees, legal advisors, auditors, consultants, professional advisers and contractors who need to know the information in connection with the exercise of that Party's rights or performance of its obligations under this Agreement provided such persons are under similar obligations of confidentiality as contained in this Agreement and the receiving Party shall be liable for the actions or omissions of such persons as if they were the actions or omissions of the receiving Party;
 - 15.2.2. can show the Confidential Information is or becomes publicly available through no fault of the receiving Party (except that any compilation of otherwise public information in a form not publicly known shall still be treated as Confidential Information);
 - 15.2.3. can show the Confidential Information was in its possession prior to the date of disclosure by the disclosing Party and was not held under any obligation of confidence to the disclosing Party whether directly or indirectly;
 - 15.2.4. subsequently receives the Confidential Information from any third party legally in possession of the Confidential Information and who was not restricted from disclosing it;
 - 15.2.5. is subsequently authorised to use or disclose the Confidential Information in any subsequent written agreement between the Parties;
 - 15.2.6. can show the Confidential Information is independently acquired by the receiving Party as a result of work carried out by an employee, consultant or contractor of the receiving Party to whom no disclosure of the disclosing Party's Confidential Information has been made;
 - 15.2.7. is required to disclose the Confidential Information by applicable law or regulation or for the purpose of any judicial proceedings or the disclosure is made to a relevant tax authority in relation to the tax affairs of the disclosing Party; or
 - 15.2.8. is required to disclose the Confidential Information by the rules of any relevant stock exchange or any other competent regulatory authority,

provided that if any part of the Confidential Information falls within any one of the above exceptions, the remainder of the Confidential Information shall continue to be subject to the restrictions in Clause 15.1.

- 15.3. Without limiting its obligations under this Clause 15, the Supplier shall not use the Confidential Information directly or indirectly to procure any commercial advantage.
- 15.4. The Supplier agrees that Deloitte may disclose this Agreement and related Supplier information to Deloitte Affiliates and third party service providers who are obligated to maintain the confidentiality of the foregoing.

16. INTELLECTUAL PROPERTY RIGHTS

Deloitte Ownership and Licence

- 16.1. Subject to Clause 16.3 in respect of Supplier's Background IPR, the Supplier:
 - 16.1.1. acknowledges and agrees that all Intellectual Property Rights in the Deliverables, shall immediately upon creation or performance vest in and shall be and remain the sole and exclusive property of Deloitte and the Supplier shall acquire no right, title or interest in or to the same;
 - 16.1.2. irrevocably and unconditionally assigns all right, title and interest in and to the Deliverables to Deloitte; and
 - 16.1.3. irrevocably and unconditionally waives all moral rights in and to the Deliverables in favour of Deloitte.
- 16.2. The Supplier agrees, at Deloitte's request, to take all such actions and execute all such documents as may in Deloitte's opinion be necessary to enable Deloitte to obtain, defend or enforce its rights in the Deliverables, and shall not do or fail to do any act which would or might prejudice rights of Deloitte under Clause 16.1.
- 16.3. To the extent that any of the Deliverables comprise, include or have been created, produced or developed using any pre-existing Intellectual Property Rights ("Background IPR"), the Supplier shall procure that Deloitte is licensed on an unlimited, worldwide, royalty-free, transferrable, sublicensable, irrevocable and perpetual basis to use, adapt and distribute to any person all or any relevant part of such Background IPR belonging to the Supplier or any third party as reasonably required in connection with the receipt of the Services and/or use of the Deliverables (whether during or after the Term). All the Supplier's Background IPR shall remain the sole property of the Supplier (or its licensors) and nothing in this Agreement shall have the effect of assigning the Supplier's Background IPR to Deloitte.
- 16.4. The Supplier shall have the non-exclusive right during the Term to use, copy, modify and develop the Deliverables solely in connection with the performance of the Services in accordance with this Agreement.
- 16.5. Subject to any other agreement between the Parties and except as otherwise stated in this Agreement (including in respect of Deliverables), Deloitte agrees that if the Supplier, in the performance of its obligations under this Agreement, makes available to Deloitte any Supplier Intellectual Property Rights:
 - 16.5.1. they will remain the sole property of the Supplier or the relevant Supplier Affiliate; and
 - 16.5.2. the Supplier, or Supplier Affiliate owning such Supplier Intellectual Property Rights, shall own all Intellectual Property Rights subsisting in any and all adaptations of, modifications and enhancements to and works derived from such Supplier Intellectual Property Rights, all such Intellectual Property

Rights (including Supplier Background IPR) being the “Supplier Intellectual Property Rights.”

- 16.6. Deloitte shall be licensed to use the Supplier Intellectual Property Rights solely for, and only to the extent necessary for, the receipt of the Services.
- 16.7. All Deloitte’s Background IPR and all Intellectual Property Rights in the Technology and the Deloitte Information, including any adaptations of the Technology and Deloitte Information or any other data which is derived from Deloitte Information, shall at all times remain the sole property of Deloitte, and Deloitte shall own all Intellectual Property Rights subsisting in any and all adaptations of, modifications and enhancements to and works derived from such materials or Background IPR or other Intellectual Property Rights.
- 16.8. Deloitte grants a non-transferable, revocable licence to the Supplier to use the Technology and Deloitte Information solely for, and only to the extent necessary for, the provision of the Services. Accordingly, all such rights granted under this Clause 16.8 shall cease immediately whereupon the Services are not provided by the Supplier.

IPR Indemnity

- 16.9. The Supplier undertakes to defend and hold harmless Deloitte from and against any claim that receipt of the Services or the receipt or use of the Deliverables or any other documents, products and materials provided by the Supplier to Deloitte in relation to the Services or use of the Supplier Intellectual Property Rights in accordance with the terms of this Agreement infringes the rights including the Intellectual Property Rights of a third party and shall fully indemnify Deloitte against any losses, damages, costs and expenses incurred by or awarded against Deloitte in connection with any such claim, allegations, infringements or any threatened claims, allegations or infringements.
- 16.10. If any claim covered by Clause 16.9 is made, or in the Supplier’s reasonable opinion is likely to be made, against Deloitte, the Supplier shall at its expense and at Deloitte’s option:
 - 16.10.1. procure for Deloitte the right to continue to receive the Services or use the infringing item in accordance with the terms of this Agreement;
 - 16.10.2. modify the infringing item so that it ceases to be infringing without materially detracting from its overall performance; or
 - 16.10.3. replace the infringing item with a non-infringing item having an equivalent capability to the infringing item and without material disruption to Deloitte.

17. SECURITY

- 17.1. Supplier shall comply with the provisions set out in Schedule 8.

18. LIABILITY

- 18.1. Nothing in this Agreement shall:
 - 18.1.1. limit or exclude the Supplier’s or Deloitte’s liability for:

- 18.1.1.1. death or personal injury caused by its negligence, or the negligence of its Personnel, agents or subcontractors;
 - 18.1.1.2. fraud or fraudulent misrepresentation; or
 - 18.1.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or other liability which cannot be limited or excluded by applicable law.
- 18.1.2. limit or exclude the Supplier's liability for:
- 18.1.2.1. any breaches of, or any indemnities given by the Supplier in Clause 5.7 (Access to Technology), Clause 10 (Tax Indemnity), Clause 11 (Supplier Warranties), Clause 14 and Schedule 5 (Data Protection), Clause 15 (Confidentiality), Clause 16.9 (IPR indemnity), Clause 22 (Consents and Legal Compliance) Clause 26.2 (TUPE) or Schedule 9 (IR35 Compliance);
 - 18.1.2.2. any losses, fines and expenses imposed by a Regulator, governmental body, or professional body;
 - 18.1.2.3. the Supplier's Wilful Default; or
 - 18.1.2.4. any physical damage caused to Deloitte's premises, Technology or equipment by the Supplier or its Personnel.
- 18.2. Subject to Clause 18.1:
- 18.2.1. neither Party to this Agreement shall have any liability to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this Agreement (or any Statement of Work);
 - 18.2.2. the Supplier's total liability to Deloitte, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement (including all Statements of Work entered pursuant to it) shall in any Contract Year be limited to the greater of: (i) £2,000,000 (two million pounds sterling); and (ii) an amount equal to 200% (two hundred per cent) of the Charges paid and payable by Deloitte under this Agreement (including all Statements of Work entered pursuant to it) in such Contract Year; and
 - 18.2.3. Deloitte's total liability to Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement (including all Statements of Work entered pursuant to it) shall in any Contract Year be limited to an amount equal to 100% (one hundred per cent) of the Charges paid and payable by Deloitte under this Agreement (including all Statements of Work entered pursuant to it) in such Contract Year.
- 18.3. The rights of Deloitte under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by the common law.

19. TERM AND TERMINATION

Term

- 19.1. This Agreement shall commence on the Commencement Date and shall continue thereafter until terminated in accordance with its terms.
- 19.2. Each Statement of Work shall commence on the SoW Effective Date as stated in Schedule 2 and/or as described in that Statement of Work (and if none is stated, then such date shall be the date the Statement of Work is signed by both Parties) and shall, subject to earlier termination in accordance with the terms hereof, continue in operation for the term set out therein.

Termination for Convenience

- 19.3. Deloitte may terminate this Agreement at any time for any reason without any further payment or liability by providing the Supplier with at least three (3) months' notice.
- 19.4. Except as expressly stated otherwise in a Statement of Work, Deloitte may terminate a Statement of Work at any time for any reason without any further payment or liability by providing the Supplier with at least thirty (30) days' notice.

Termination for Insolvency

- 19.5. Either Party may terminate this Agreement or any Statement of Work immediately by written notice to the other Party if that other Party becomes unable to pay its debts, enters into liquidation (except for the purposes of a solvent amalgamation or reconstruction), makes an arrangement with its creditors, becomes subject to an administration order or a receiver or administrative receiver is appointed over all or any of its assets or takes or suffers to be taken any similar action in consequence of a debt, ceases or threatens to cease trading or is dissolved, or any procedure equivalent to any of the preceding matters occurs in any other jurisdiction with respect to that other Party.

Termination for Cause

- 19.6. Either Party may terminate this Agreement immediately by written notice to the other Party if that other Party commits a material breach of this Agreement and (where the breach is capable of being remedied) that breach has not been remedied within thirty (30) days after receipt of notice giving full particulars of the breach and requiring the other Party to remedy it.
- 19.7. Either Party may terminate a Statement of Work immediately by written notice to the other Party if that other Party commits a material breach of that Statement of Work and (where the breach is capable of being remedied) that breach has not been remedied within thirty (30) days after receipt of notice giving full particulars of the breach and requiring the other Party to remedy it.
- 19.8. Deloitte may terminate this Agreement, and any Statement of Work entered pursuant to this Agreement, immediately by written notice to the Supplier:
 - 19.8.1. if the existence of this Agreement causes or is likely to cause Deloitte or any Deloitte Affiliate to be in breach of their independence or other regulatory requirements from time to time;
 - 19.8.2. if the Supplier or any Supplier Affiliate is subject to a Change of Control;

- 19.8.3. if the Supplier or any Supplier Personnel are guilty of any professional default or misconduct or act in such a way as to bring the Deloitte Group or any member of the Deloitte Group into disrepute;
- 19.8.4. upon the occurrence of a Critical Service Level Failure;
- 19.8.5. as permitted by Clause 3.3 and Clause 3.4 (as regards any individual Statement of Work);
- 19.8.6. as permitted by Clauses 22.10 to 22.13 (Sanctions and Compliance), Clause 23.6 (Audit) or Clause 24.3 (Force Majeure);
- 19.8.7. if the Supplier breaches Clauses 11.2.1, 11.2.4, 11.2.7, 15, 20 or 22 or Schedule 8 Clause 4 (each breach shall be deemed a material breach not capable of being remedied); or
- 19.8.8. on the basis of any additional termination right described in the applicable Statement of Work.

Effect of Termination

- 19.9. Except as stated in Clause 19.11, on termination of this Agreement, howsoever arising, each Statement of Work then in force at the date of such termination shall continue in full force and effect for the remainder of the Term of such Statement of Work, unless terminated earlier in accordance with the terms of such Statement of Work.
- 19.10. Termination of any Statement of Work will not have the effect of terminating the whole Agreement or any other Statement of Work.
- 19.11. If Deloitte has the right to terminate this Agreement or any Statement of Work pursuant to Clauses 19.6, 19.7, or 19.8, Deloitte may elect to terminate this Agreement and/or all or some uncompleted Statements of Work.
- 19.12. Deloitte shall only be liable to the Supplier in respect of that portion of the Charges which is due in respect of the Services which have been correctly provided up to the date of termination, and Supplier shall provide a pro-rata refund of any amounts paid by Deloitte which exceed the portion payable pursuant to this Clause and/or Deloitte's obligation to pay any outstanding invoice shall be modified to require payment only of any outstanding portion of the Charges (if any).
- 19.13. On termination or expiry of this Agreement for whatever reason, to the extent requested by Deloitte, the Supplier shall stop processing Deloitte Information other than to:
 - 19.13.1. provide a copy of the Deloitte Information to Deloitte in any format reasonably specified by Deloitte; and
 - 19.13.2. to the extent technically feasible, destroy or return (at Deloitte's option) all Deloitte Information, Deloitte's Confidential Information and any other confidential information of Deloitte (save for any information that must be retained by law), and in the event of destruction, upon request from Deloitte, provide Deloitte with evidence of such destruction certified by a director or other senior officer of the Supplier.

Termination Assistance

- 19.14. The Parties acknowledge it is of critical importance to Deloitte that any transfer of Services to a successor supplier is carried out in an orderly fashion with the minimum disruption to Deloitte's business until the Transfer Date. Accordingly, in connection with any expiry or termination of this Agreement, the Supplier shall provide to Deloitte and the successor supplier any assistance necessary for an orderly transfer of the Services until the Transfer Date and so as to prevent or mitigate any inconvenience to Deloitte.
- 19.15. At Deloitte's request, the Supplier shall continue to provide all or part of the Services under this Agreement during the period between termination of this Agreement and the Transfer Date.
- 19.16. If Deloitte has terminated this Agreement under Clauses 19.3 or 19.4, Deloitte shall pay the Supplier's reasonable fees for the assistance contemplated under Clauses 19.14 and 19.15.

Survival of Rights on Termination or Expiry

- 19.17. Termination or expiry of this Agreement and/or any Statement of Work shall not affect any rights or obligations which may have accrued prior to termination or expiry. The obligations of each Party set out or referred to in any Clause intended to survive such termination or expiry, including this Clause 19.17 and Clause 10 (Tax and Tax Indemnity), Clause 14 (Data Protection), Clause 15 (Confidentiality), Clause 16 (Intellectual Property Rights), Clause 18 (Liability), Clause 19 (Termination), Clause 26 (TUPE), Clause 27 (Dispute Resolution) and Schedule 5 shall continue in full force and effect notwithstanding termination or expiry of this Agreement and/or Statement of Work. The indemnities set out in this Agreement shall survive termination or expiry of this Agreement for any reason.

20. SUB-CONTRACTORS

- 20.1. The Supplier shall not, without Deloitte's prior written consent, sub-contract any of its rights and obligations under this Agreement. Where Deloitte has consented to a sub-contractor (including in the Statement of Work), that consent shall be for the scope of Services specified in the consent, and Supplier shall not make any changes to the scope of Services sub-contracted to that sub-contractor without the prior written consent of the Deloitte (which may be withheld or given subject to conditions, in each case at the Deloitte's sole discretion).
- 20.2. Notwithstanding any consent given by Deloitte under Clause 20.1, the Supplier shall:
- 20.2.1. remain responsible for, and for the provision of, all Services, obligations and functions performed by any sub-contractor to the same extent as if such Services, obligations and functions were performed by the Supplier, and shall be responsible for all acts and omissions of any sub-contractor; and
 - 20.2.2. include obligations which are the same as those obligations imposed upon the Supplier under this Agreement relating to Deloitte Information, Personal Data and Deloitte's Confidential Information in a written contract with any sub-contractor who will process Personal Data and the Supplier will enforce such provisions against the relevant sub-contractor promptly at Deloitte's request.

- 20.3. The Supplier shall provide Deloitte with such information and documentation concerning any sub-contractors or proposed sub-contractors as is reasonably requested by Deloitte.

21. INSURANCE

- 21.1. The Supplier shall, at its own expense, maintain in effect such insurance policies with a reputable third party insurance company as it is required to hold under applicable laws and other such policies, at such coverage limits, as a prudent business conducting similar operations would maintain (the "Insurance Policies").
- 21.2. The Insurance Policies will include the following cover:
- 21.2.1. a public and product liability policy of insurance and an employers' liability policy of insurance, each with a limit of indemnity of not less than £5,000,000 (five million pounds sterling) for any one claim arising out of any one incident or event and without limit as to the number of claims during the period of insurance, to be in place for the duration of the Term; and
 - 21.2.2. professional indemnity insurance with a limit of indemnity of not less than £2,000,000 (two million pounds sterling) for any one claim arising out of any one incident or event and without limit as to the number of claims during the period or insurance, to be in place for the duration of the Term and for three years thereafter.
- 21.3. Whenever reasonable Deloitte may require the Supplier to provide and if so required the Supplier shall provide proof that all Insurance Policies required to be effected by the Supplier have been effected and are being maintained and all premiums paid in full.
- 21.4. The Supplier shall ensure that all its subcontractors have in place and maintain policies of insurance equivalent to the Insurance Policies, and that all premiums are paid in full, or that all the liabilities of such subcontractors are specifically covered by the Supplier's policies effected and maintained in accordance with this Clause 21.

22. CONSENTS AND LEGAL COMPLIANCE

General Consents

- 22.1. The Supplier shall be responsible for obtaining, at its own cost, any and all necessary licences, authorisations, permits and other consents necessary under the laws and regulations applicable in any jurisdiction in which the Services are provided.
- 22.2. The Supplier warrants, represents and undertakes that the provision of the Services (or any part thereof), including without limitation, the importation, possession or use of any Deliverable in the country of destination is lawful in that country and shall not violate the rights of any third parties and Deloitte shall not assume, and hereby disclaims, any obligation or liability in these regards.
- 22.3. If and to the extent that any Deliverable requires approval or consent of or by any regulatory authority prior to the use or dealing with it in any jurisdictions in which the Services are provided, the Supplier shall at its own expense take all such steps as may be necessary to obtain such approval or consent. Deloitte shall provide the Supplier with all information and assistance as may be reasonably required by the Supplier in connection with the same.

Modern Slavery Act 2015

- 22.4. Without prejudice to the generality of Clauses 22.1, 22.2 and 22.3, in connection with the Agreement and the performance by the Supplier of its obligations under it, the Supplier shall:
- 22.4.1. comply with all applicable laws and regulations of the United Kingdom against slavery and human trafficking in all of its forms, and in particular ensure compliance with the Modern Slavery Act 2015 as if it applied to the Supplier, irrespective of their jurisdiction;
 - 22.4.2. comply with Deloitte's Policies against slavery and human trafficking in all of its forms, including but not limited to Deloitte's Responsible Procurement Policy, set out in the Third Party Policy Statement in Schedule 10;
 - 22.4.3. take such steps as are necessary to ensure that slavery and human trafficking is not taking place in any part of the Supplier's or its Group's supply chain or in any part of its business; and
 - 22.4.4. take such steps as are necessary to ensure that Supplier Personnel, any third party agent, subcontractor or other representative used in the performance of the Supplier's obligations under this Agreement are aware of and comply with the provisions set out in 22.4.1 to 22.4.3 above of this clause and that no Supplier Personnel unwilling to comply will be engaged in the provision of the Services.
- 22.5. For the avoidance of doubt, any breach of Clause 22.4 shall constitute a material breach for the purposes of Clauses 19.6, 19.7 and 19.8.

Bribery Act 2010

- 22.6. In connection with this Agreement and the performance by the Supplier of its obligations under it, the Supplier shall:
- 22.6.1. comply with all applicable laws, rules and regulations on anti-bribery, including but not limited to the UK Bribery Act 2010 and where relevant the U.S. Foreign Corrupt Practices Act;
 - 22.6.2. not offer, promise, give, request, accept or receive any advantage, financial or other that could induce or reward them for improper performance, including but not limited to bribes or facilitation payments;
 - 22.6.3. not offer, promise or give a financial or other advantage to a Foreign Public Official, intending to influence his or her conduct to obtain or retain business or obtain or retain an advantage in the conduct of business.
 - 22.6.4. disclose immediately all knowledge or suspicion of breaches or attempts to breach any of these Anti-Bribery provisions.
 - 22.6.5. use its best endeavours to prevent bribes (including by adopting adequate procedures in accordance with the Bribery Act); use all reasonable endeavours to ensure that Supplier Personnel, any third party agent, subcontractor, or other representative used in the performance of the Supplier's obligations under the Agreement are aware of and comply with the provisions set out in 22.6.1 to 22.6.4 above of this clause and that no Supplier Personnel, third party agent, subcontractor or other representative

unwilling to comply will be engaged in the provision of the Services.

- 22.7. For the avoidance of doubt, any breach of this Clause 22.6 shall constitute a material breach for the purposes of Clauses 19.6, 19.7 and 19.8.

Criminal Finances Act 2017

- 22.8. In connection with the Agreement, the Supplier shall:

22.8.1. not engage in any activity, practice or conduct which would constitute either:

22.8.1.1. a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or

22.8.1.2. a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;

22.8.2. have and shall maintain in place throughout the term of this Agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the third party) and to ensure compliance with Clause 22.8.1;

22.8.3. disclose immediately all knowledge or suspicion of breaches or attempts to breach this Clause 22.8;

22.8.4. use all reasonable endeavours to ensure that Supplier Personnel, any third party agent, sub-contractor, or other representative used in the performance of the Supplier's obligations under the Agreement are aware of and comply with the provisions set out in 22.8.1 to 22.8.3 above of this clause and that no Supplier Personnel, third party agent, sub-contractor or other representative unwilling to comply will be engaged in the provision of the Services.

- 22.9. For the avoidance of doubt, any breach of this Clause 22.8 shall constitute a material breach for the purposes of Clauses 19.6, 19.7 and 19.8.

Sanctions Compliance

- 22.10. The Supplier shall comply with all binding resolutions, trade, economic and/or financial sanctions and/or embargoes applicable to the performance by that party of its obligations under this Agreement, which for Deloitte includes sanctions imposed by the US, UK, EU, UN and all applicable local Trade Control laws ("Sanctions").

- 22.11. The Supplier agrees to:

22.11.1. disclose immediately all knowledge or suspicion of the Supplier, any subsidiaries or staff members involved in the performance of this Agreement becoming designated persons under any Sanctions; and

22.11.2. disclose immediately all knowledge or suspicion of breaches of or attempts to breach any Sanctions.

- 22.12. If the Supplier has become a sanctioned person under any Sanctions, then (without limitation to any other right or remedy available to Deloitte) Deloitte may suspend performance of and/or withhold any payment due and owing, under the Agreement.

- 22.13. If the continued performance of this Agreement may in Deloitte's reasonable determination violate any Sanctions or cause Deloitte to become subject to such Sanctions, then Deloitte may terminate the Agreement with immediate effect without liability for any losses suffered by the Supplier.

ESG Requirements

- 22.14. In the course of performing its obligations under this Agreement, the Supplier shall comply with the NSE Responsible Procurement Policy contained in the Third Party Policy Statement in Schedule 10.
- 22.15. In relation to the Supplier's commitment to these ESG principles in the NSE Responsible Procurement Policy and more generally, the Supplier shall, if requested by Deloitte, ensure that one of its senior executives is available to meet annually with Deloitte's Head of Corporate Responsibility and Sustainability and Head of Procurement (or their designees) to discuss the Supplier's progress in respect of the NSE Responsible Procurement Policy referred to in Clause 22.14, as well as any other actions the Supplier is taking to address sustainability issues in the Supplier's operations and supply chain.

23. AUDIT

- 23.1. The Supplier shall permit the Auditor to audit it and its sub-contractors from time to time to confirm the Supplier's compliance with this Agreement including (without limitation) to verify:
- 23.1.1. compliance with Clause 14 (Data Protection), Clause 15 (Confidentiality), Schedule 7 (Business Continuity Plan), Schedule 8 (Information Security) (including security controls, and process and procedures to ensure controls are operating at an acceptable level, and evidence of annual penetration testing and vulnerability management) and Schedule 9 (IR35 compliance);
 - 23.1.2. compliance with the agreed level of Charges and with any Services Levels;
 - 23.1.3. such other obligations of the Supplier as Deloitte may determine from time to time.
- 23.2. The Supplier shall ensure it provides all reasonable assistance to, and cooperates with, the Auditor and shall provide access to its premises and any other relevant information, including the right controls, processes and certifications, and shall permit the Auditor to inspect, verify and take copies of any relevant records and documentation in the control or possession of the Supplier.
- 23.3. Subject to Clause 23.4, the audit will be performed during normal office hours and in such a way to cause as little disruption as reasonably possible, and Deloitte shall provide written notice of the audit at least 5 Business Days in advance of said audit, including confirmation of scope.
- 23.4. If there is a Security Event, or if Deloitte reasonably believes that the Supplier is in breach of this Agreement, then there is no requirement to provide advance notice of an audit.
- 23.5. Each Party shall bear their own costs of any of the audits set out in Clause 23.1 except where the Auditor finds that the Supplier has acted in breach of this Agreement, in which case the Supplier shall bear all costs of the audit.

- 23.6. If the audit reveals that there are material errors in the information provided by the Supplier to Deloitte or in the provision of the Services under this Agreement, Deloitte may serve a notice giving full details of those errors and requiring the cause of them to be remedied. If the Supplier has failed to remedy the cause of such material errors to Deloitte's reasonable satisfaction within thirty (30) days after receipt of such a notice Deloitte may terminate the Agreement under Clauses 19.6, 19.7, or 19.8 (Termination for Cause).

24. FORCE MAJEURE

Notification and Effect of Force Majeure

- 24.1. No Party shall be liable to any other for a Force Majeure Event provided that the Party unable to fulfil its duties pursuant to this Clause 24.1 (the "Affected Party") shall:
- 24.1.1. give written notice to each other Party as soon as reasonably practicable upon becoming aware of the Force Majeure Event, such notice to contain the following information:
 - 24.1.1.1. the Force Majeure Event that has occurred;
 - 24.1.1.2. the date from which the Force Majeure Event has prevented or hindered the Affected Party in the performance of its duties hereunder;
 - 24.1.1.3. the duties hereunder so affected; and
 - 24.1.1.4. its best estimate of the date upon which it will be able to resume performance of the affected duties hereunder;
 - 24.1.2. at all times continue to take steps in accordance with Good Industry Practice to resume full performance of its obligations under this Agreement; and
 - 24.1.3. at all times use all reasonable endeavours to mitigate the consequences of the Force Majeure Event.
- 24.2. The Supplier shall not be entitled to rely on the relief provided under Clause 24.1 unless the Supplier can demonstrate that it has maintained and implemented its Plans (as defined in Schedule 7) in accordance with the requirements of this Agreement in respect of the relevant disaster and exhausted all paths of resolution in respect of the Services under those Plans and has otherwise taken reasonable measures to avoid the act (including by use of alternative suppliers). The relief from liability provided under this Clause 24 shall last for the duration of the Force Majeure Event only.

Termination for Force Majeure Event

- 24.3. If the Supplier is excused under this Clause 24 from the performance of any material obligation under this Agreement for a continuous period of thirty (30) days, then Deloitte may at any time thereafter, and provided performance or punctual performance by the Supplier is still excused, terminate this Agreement without penalty in which case the notice to terminate shall be effective immediately.

25. DISASTER RECOVERY AND BUSINESS CONTINUITY

25.1. The Supplier shall comply with the provisions set out in Schedule 7.

26. TUPE

- 26.1. The Supplier shall take all steps necessary to ensure that it organises itself and any Supplier Personnel such that they will not be 'assigned' to either (i) Deloitte or any member of the Deloitte Group, or (ii) any organised grouping providing the Services in accordance with this Agreement for the purpose of TUPE ("Future Supplier") and will not therefore, as a matter of law, have their employment transferred to Deloitte or a Future Supplier on the termination of the whole or part of this Agreement or a Statement of Work under TUPE.
- 26.2. If it is found or alleged that any Supplier Personnel has become an employee of Deloitte or any member of the Deloitte Group or a Future Supplier pursuant to TUPE, then the Supplier shall indemnify Deloitte (for itself and as trustee for any Future Supplier) and keep it indemnified in full against any and all Employment Liabilities arising out of or in connection with any claim or demand by such Supplier Personnel or any trade union, staff association, worker's committee or any other worker representative who represents or purports to represent any or all of the Supplier Personnel.

27. DISPUTE RESOLUTION

Escalation

- 27.1. The Parties must resolve any Dispute by:
- 27.1.1. firstly, informal discussions between the Deloitte Representative and the Supplier's Representative, who shall meet to resolve the Dispute; then
 - 27.1.2. secondly, and only if the Dispute cannot be resolved unanimously within five (5) Business Days (or such other timeframe as agreed between the Parties), the Dispute shall promptly be referred by either Party to the partner in charge at Deloitte and the Chief Operating Officer of the Supplier.

Mediation

- 27.2. If, within ten (10) Business Days of the Dispute having been referred to the individuals specified in Clause 27.1.2, or such other period as may be agreed between the Parties, no agreement has been reached, then the Parties may attempt to settle the Dispute by mediation in accordance with the Centre for Effective Dispute Resolution's Model Mediation Procedure.
- 27.3. If the Parties agree to refer the matter for mediation under Clause 27.2 within fourteen (14) days of the Parties' decision under Clause 27.2, the Parties shall agree and appoint a mediator for the purpose of the mediation. If within fourteen (14) days of the Parties' decision under Clause 27.2, the Parties have not reached an agreement in respect of the appointment of the mediator, the Parties agree that a mediator will be appointed by the Centre for Effective Dispute Resolution.
- 27.4. If, within thirty (30) days of the Dispute having been referred for mediation pursuant to Clause 27.3 or such other period as may be agreed between the Parties, no agreement has been reached, the dispute resolution process shall be deemed to have been exhausted in respect of the Dispute, and each Party shall be free to pursue the rights granted to it by this Agreement in respect of such Dispute without further reference to the dispute resolution process.

Injunctive relief

- 27.5. Notwithstanding anything to the contrary in this Agreement, either Party shall be entitled at any time to seek injunctive relief or other urgent relief in any court in any jurisdiction in connection with this Agreement.

28. THIRD PARTY RISK MANAGEMENT

- 28.1. If the Parties have agreed certain remediation actions identified as part of Deloitte's third party risk management process, these are set out in Schedule 6. The Supplier has agreed to complete these remediation actions within an agreed timeframe notified by Deloitte set out in Schedule 6 and, as required, to co-operate with Deloitte regarding such completion. The Parties agree that this clause is a condition of this Agreement.
- 28.2. Deloitte may periodically send risk management questionnaires (including a list of its own suppliers who are critical to the provision of the Deliverables) and the Supplier shall cooperate with Deloitte and promptly and accurately complete such questionnaires and provide supporting evidence. Supplier shall implement any remediations agreed as part of any further risk management questionnaires.

29. OTHER PROVISIONS

Further Assurances

- 29.1. Each Party shall from time to time execute such documents and perform such acts and things as any Party may reasonably require to give full effect to the provisions of this Agreement and the transactions contemplated by it.

No Publicity

- 29.2. Save to the extent that it is specifically referred to in this Agreement or subsequently agreed in writing by both Parties, the Supplier shall have no right to refer to the existence of this Agreement nor to the identity of Deloitte (or use the Deloitte name and corporate identity either in its presently constituted form or in such other form or style as may from time to time be adopted) for the purpose of a press announcement or other publicity, advertising, marketing and/or any other business development activities.

Whole Agreement

- 29.3. This Agreement constitutes the entire agreement between the Parties with respect to the subject of this Agreement and (to the extent permissible by law) supersedes all prior representations or oral or written agreements between the Parties with respect to that subject matter, provided that neither Party is attempting to exclude any liability for fraudulent statements (including fraudulent pre-contractual misrepresentations on which the other Party can be shown to have relied).
- 29.4. Each Party acknowledges that it has not been induced to enter into this Agreement by any representation, warranty or undertaking not expressly incorporated into it.

Assignment

- 29.5. Subject to Clause 29.6, neither Party shall be entitled to assign, sub-contract, novate or otherwise to transfer any of its rights and/or obligations under an Agreement

without the prior written consent of the other Party (not to be unreasonably withheld). If Deloitte shall consent to the Supplier subcontracting any portion of the Services or of an Agreement the Supplier agrees that it shall remain ultimately liable to Deloitte for the provision of the Services and for the obligations set forth in the Agreement and for the acts and omissions of its sub-contractors.

- 29.6. Deloitte shall be entitled to assign, sub-contract, novate or otherwise to transfer any or all of its rights and/or obligations under an Agreement to any members of the Deloitte Group or to any DTTL Member Firm or to any entity in connection with a reorganisation, merger, sale or disposal of its assets or stock, or any other restructuring provided that it shall give written notification to the Supplier of any such exercise of its rights.

Third Party Rights

- 29.7. Unless stated in a Statement of Work to the contrary in relation to specific Services, the Supplier acknowledges and agrees that the Services may be procured for the benefit of Deloitte and its Group. References in this Agreement to "Deloitte" shall be construed, where the context permits, to the Deloitte Group. The Parties agree that in determining the Supplier's liability under this Agreement the loss or claim will be treated in the same manner as the same loss would have been treated had it been incurred directly by Deloitte (so if it was, for example, a loss of another Deloitte Group, it will be treated as a loss of Deloitte, and such loss shall not be considered indirect or consequential by virtue of being suffered by a Deloitte Group (but will otherwise be subject to Clause 18.2.1)).
- 29.8. Without prejudice to Clause 29.7, and except in respect of third parties specified by Deloitte in a Statement of Work as third party beneficiaries for the purpose of that Statement of Work, a person who is not a Party to this Agreement or a Statement of Work has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement or Statement of Work, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 29.9. The Parties may amend, renew, terminate or otherwise vary all or any of this Agreement (or any Statement of Work) without the consent of any third party beneficiary.

Amendment and Variation

- 29.10. No variation of this Agreement (or of any of the documents referred to in this Agreement including Statements of Work) shall be valid unless it is in writing and signed by or on behalf of each of the Parties to it. The expression "variation" shall include any variation, supplement, deletion or replacement however effected.

Waiver

- 29.11. No failure of either Party to exercise and no delay by it in exercising a right, power or remedy shall operate as a waiver of that right, power or remedy, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of that right, power or remedy or the exercise of any other right, power or remedy.

Costs

- 29.12. Each Party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement and any Statement of Work.

Notices

- 29.13. Notices by either Party must be given in writing and may be (i) delivered personally or by courier (ii) sent by registered or first-class post addressed to the other Party's Representative using the addresses set out in this Agreement or (iii) sent by electronic mail to the other Party's Representative.
- 29.14. Unless there is evidence to the contrary, notices will be deemed delivered (i) on the date of delivery if delivered personally or by courier (ii) on the next business day following posting by registered or first-class post and (iii) on the date of transmission if delivered by email, provided that the sender does not receive a reply stating that such email could not be delivered to the recipient or that the recipient is out of the office.

Invalidity

- 29.15. If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.
- 29.16. To the extent it is not possible to delete or modify the provision, in whole or in part, under Clause 29.15 then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under Clause 29.15 not be affected.

Counterparts

- 29.17. This Agreement may be entered into in any number of counterparts all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by executing any such counterpart.
- 29.18. If any counterpart is signed electronically using an electronic signing platform, the signed document on that electronic signing platform and any copy of the signed counterpart downloaded from that electronic signing platform will each constitute an original.

No Partnership or Agency

- 29.19. Nothing in this Agreement shall be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between the Parties. No Party shall have authority to make any representation for or act as agent for or in the name or on behalf of another Party in any way.

Governing Law and Submission to Jurisdiction

- 29.20. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- 29.21. Each Party irrevocably agrees that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this

Agreement and that accordingly any proceedings arising out of or in connection with this Agreement shall be brought in such courts.

SIGNED:

SIGNED:

.....
duly authorised for and on behalf of
SUPPLIER

.....
duly authorised for and on behalf of
DELOITTE

.....
Name

.....
Name

.....
Position

.....
Position

.....
Date

.....
Date

CONFIDENTIAL

**SCHEDULE 1
DEFINITIONS**

1. In this Agreement, unless the context otherwise requires:

"Affiliate" means in respect of any person ("Person A"), means any of the following:

- (i) any person that Controls, is Controlled by or is under common Control with Person A;
- (ii) any person that has a material, contractual, personal, management or other relationship with Person A, such that the business of such person is managed on a co-ordinated basis with Person A;
- (iii) any other person designated by Person A and accepted by DTTL to be an Affiliate of Person A;

"Agreement" means this Master Services Agreement (including the recitals and its schedules and all documents incorporated by reference) and any Statement of Work incorporating its terms;

"Auditor" means Deloitte or its authorised representative for the purpose of carrying out the audit under this Agreement;

"Business Day" means a day which is not a Saturday, Sunday or a public holiday in the country in which Deloitte is established;

"CCN" means Change Control Note as set out in Appendix 1 of Schedule 4;

"Change" means when either Party wishes to make any change to a Statement of Work;

"Charges" means the charges as set out in a Statement of Work or as agreed in a CCN;

"Commencement Date" means such date as set out on the front page of the Agreement;

"Confidential Information" means all confidential information relating to this Agreement and all material and information of a proprietary nature (irrespective of the form of presentation or communication) that a Party directly or indirectly discloses or makes available, which may include, but not be limited, to the following: (i) any electronic information, specifications, technical information, know-how and procedures contained or revealed in any of the foregoing, and other related information or materials of any type whatsoever (tangible or intangible, machine or human readable); (ii) confidential financial and strategic information, including the terms and existence of this Agreement, future marketing plans, business plans, business requirements, and business projections and certain confidential data (including marketing and contact database information), data flow models, product definitions, project scope, trade secrets, pricing, methods of operation and related documentation and/or information; (iii) in the case of Deloitte, all Deloitte Information and any information concerning the business, finances, dealings, transactions or affairs of individual brokers, underwriters, members, members agents, coverholders, policyholders and underwriting agents; and (iv) any other information that is identified as being of a confidential nature, or which the Parties would reasonably expect to be kept confidential.

"Contract Month" means a calendar month, provided that, if the Commencement Date does not fall on the first day of a calendar month, the first Contract Month shall be a partial month starting on the date of this Agreement and ending on the last day of that calendar month;

"Contract Year" means any period of twelve (12) months commencing on the Commencement Date or an anniversary thereof;

"Control" means the power by a person to direct or cause the direction of the management or policies of another person, whether through the ownership of voting securities, by contract or otherwise (but not merely by reason of holding a management position within that other person) and "Controlling", "Controlled by", "under common Control with", "Change of Control" and other similar forms shall be construed accordingly;

"Critical Service Level Failure" means the failure to meet any Service Level (whether the same or different Service Levels) on three (3) or more occasions in any rolling twelve (12) month period;

"Data Breach" means any breach of security leading to the accidental or unlawful destruction, damage, loss, alteration, unauthorised disclosure of, or access to, Deloitte Information (including Deloitte Personal Data transmitted, stored or otherwise processed by Supplier.

"Deloitte Information" means data document, records and information relating to, or connected with Deloitte and its Affiliates' business whether created before or after the date of this Agreement and whether created as part of, or in connection with, the Services, or provided by or on behalf of Deloitte to the Supplier or otherwise received by Supplier in connection with this Agreement, including Personal Data;

"Deloitte Rates" means the rates set out in 0 3;

"Documentation" means the documentation, if any, required for the proper use of the Deliverables;

"DTTL" means Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee, with registered office at 1 New Street Square, London, EC4A 3HQ and registered number 07271800;

"Data Protection Legislation" has the meaning given in Schedule 5;

"Deliverable(s)" means the deliverables set out in a Statement of Work (such as Services and/or Goods) and any other item that the Supplier has agreed to supply to Deloitte or produces in the course of the Statement of Work;

"Dispute" means any dispute in relation to any aspect of, or failure to agree any matter arising in relation to, this Agreement or any document agreed or contemplated as being agreed pursuant to this Agreement;

"Employment Liabilities" means losses, costs, claims, demands, awards, fines, interest, liabilities or expenses (including reasonable legal expenses) arising from the employment of any person, the termination of such employment, the operation and/or termination of any collective agreement, any dispute which relates to such employment or collective agreement or their termination and any failure to discharge in full any obligation to inform or consult appropriate representatives or any person about the transfer of employees under TUPE;

"Force Majeure Event" means any failure by either Party to fulfil its duties hereunder if and to the extent that such failure results from any circumstances beyond the reasonable control of that Party, which shall include any act of God, pandemic, epidemic, any act of war or civil or public disorder or any industrial action (other than industrial action by employees of either Party or Supplier's sub-contractors) or any political events;

"Good Industry Practice" means, in relation to any particular circumstances, the degree of skill, diligence and operating practice which would reasonably be expected from a reasonably skilled and experienced provider of services of a similar type to the Services under the same or similar circumstances;

"Goods" means goods to be supplied under a Statement of Work, as described and quantified in such Statement of Work, and where relevant includes any Documentation supplied to aid use of such goods;

"Group" means in respect of Deloitte, any body corporate that is a group undertaking of Deloitte from time to time, the terms "body corporate" and "group undertaking" having the meanings given to them in sections 1173 and 1161 of the Companies Act 2006 and in respect of the Supplier means any company which is a subsidiary or a holding company of the Supplier, and any company which is a subsidiary of such holding company, the terms "subsidiary" and "holding company" having the meanings given to them in section 1159 of the Companies Act 2006;

“Insurance Policies” has the meaning given to it in Clause 21.1;

“Intellectual Property Rights” means trademarks, service marks, trade names, domain names, get-up, logos, patents, inventions, registered and unregistered design rights copyrights, database rights and all other similar rights in any part of the world including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations;

“Key Personnel” has the meaning given to it in Clause 7.9;

“Open-Source Software” means software that would be considered by the Open Source Initiative (also known as the “OSI”) to be “open source”, as per the OSI’s “Open Source Definition” from time to time (as at the Commencement Date, the OSI’s definition is available at: <https://opensource.org/osd/>);

“Personal Data” has the meaning given in Schedule 5;

“Personnel” means any individuals engaged in the performance of the Supplier’s obligations under this Agreement, including the employees, agents and subcontractors of the Supplier;

“Policies” means the policies as set out in Schedule 10;

“Procurement Portal” means Fieldglass or such other replacement portal used by Deloitte from time to time;

“Regulator” means any regulatory or supervisory authority which has jurisdiction over the Deloitte Group, including any regulatory or supervisory authority charged with enforcing data protection laws and regulations;

“Representative” means in relation to either Party, the respective representative of that Party as set out in the Statement of Work (or any nominated replacement);

“Service Credits” means the service credits as may be specified in the relevant Statement of Work;

“Service Levels” means the service levels as may be specified in the relevant Statement of Work;

“Service Level Report” means a report detailing progress of the performance of the Services, including the Service Levels, and highlighting any actual or anticipated problems or difficulties relating to the same, including the application of any Service Credits (as applicable);

“Services” means in respect of each Statement of Work the services to be provided to Deloitte (including the delivery and provision of any Deliverables) in connection with that Statement of Work under this Agreement and **“Service”** means any one of them. The Services shall be deemed to include:

- (a) all activities, functions and services necessary for the proper provision of, ancillary to or customarily included as part of the Services;
- (b) an obligation on the Supplier to properly supervise the carrying out of the Services and adequately manage the risks of Deloitte associated with the provision of the Services; and
- (c) any assistance that Deloitte may reasonably require in respect of the supply of the Services.

“Special Terms” means those terms specified as such in the relevant Statement of Work;

“Specification” means the specification for the Deliverables and/or Services, as the context so requires, as set out in the relevant Statement of Work;

“Statement of Work(s)” means any projects agreed between the Parties from time to time pursuant to which the Supplier is to perform Services for Deloitte substantially in the form set out in 0;

“Technology” means any information technology or communication system, network, service or solution software, application, servers, devices, hardware, or platforms made available by or on behalf of Deloitte or its third party providers to Supplier in relation to the Services, as notified to Supplier by Deloitte (including via notices included in the Technology) from time to time;

“Term” has the meaning given to it in Clause 19.1;

“Transfer Date” means the date on which Deloitte starts to receive the same services as the Services from the successor supplier;

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as re-enacted amended or consolidated from time to time or similar or equivalent legislation in any relevant jurisdiction;

“Usage Requirements” means any policies, requirements, restrictions or other instructions of Deloitte or, where applicable, Deloitte’s third party suppliers including acceptable usage policies related to the Technology;

“VAT” means within the European Union, such tax as may be levied in accordance with (but subject to derogations from) the Directive 2006/112/EC and, outside the European Union, any similar tax levied by reference to added value or sales;

“Virus” means a “back door”, “time bomb”, “Trojan Horse”, “worm”, “drop dead device”, “virus” or other computer software routine intended or designed to (i) permit access or use of information technology systems by a third person other than as authorised by Deloitte or Supplier, or (ii) disable, damage or erase or disrupt or impair the normal operation of Deloitte or Supplier’s information technology systems;

“Wilful Default” means a breach by a Party of its obligations under this Agreement where at the time the breach was committed that Party either knew, or was reckless to the fact that its acts or omissions would constitute a breach; and

“Working Floor” means the spaces on Deloitte Group premises that are not open to the general public.

CONFIDENTIAL

**SCHEDULE 2
TEMPLATE STATEMENT OF WORK**

Instruction for Supplier: Please complete the sections below as applicable to your supply. If sections are not applicable please state "N/A".

1. Deloitte:	As per the Agreement.
2. Supplier:	<p>[SUPPLIER], incorporated in [Insert] with registered number [●] whose registered office is at [●] (the “Supplier”)</p> <p><i>This needs to reflect the entity approved through BRMS and TPRM (where applicable)</i></p>
3. Terms:	<p>This Statement of Work is an agreement between Deloitte and the Supplier and incorporates, by reference, all the terms and conditions contained in the Master Services Agreement entered into between the Parties dated [INSERT: date of Master Services Agreement] (“Agreement”).</p> <p>Unless separately defined in this Statement of Work, the defined terms used in this Statement of Work will have the same meanings as the defined terms in the Agreement.</p>
4. SoW Effective Date:	This Statement of Work is effective as of [INSERT: date] (the “ SoW Effective Date ”)
5. Duration:	<p>[INSERT: duration if applicable]</p> <p><i>Deloitte’s standard is to not agree to automatic contract renewals, and when feasible, the contract duration should not exceed 12 months.</i></p>
6. Project:	[INSERT: the name/description of the project]
7. Representatives	<p>[INSERT: name of the principal points of contact between Deloitte and the Supplier in relation to issues arising out of this Statement of Work]</p> <p>Deloitte: [Name of Contract Owner or Service Owner]</p> <p>Supplier: [●]</p>
8. Services:	<p>The Supplier shall:</p> <p>(a) [INSERT: enter details of services here]; and</p> <p>(b) [INSERT: enter details of services here]</p> <ul style="list-style-type: none"> - <i>NOTE: If the Services comprise both T&M and fixed price services, set out the services separately. If the Services are complex, then add a new Attachment C and refer to it here</i> - <i>Clearly define the scope of the services to be provided by the Supplier, including specific tasks (see Clause 2 Performance of Service and Clause 3 Deliverables), expected from the Supplier.</i> - <i>Clearly define the responsibilities of both parties regarding the services. Specify the tasks or obligations that the Supplier is responsible for, as well as any responsibilities that may be shared or delegated.</i> - <i>Outline the reporting and communication requirements between the parties. Specify the frequency and format of progress reports, status updates, and any meetings or communication channels that need to be maintained.</i>

	<p>[YES / NO] Real Estate and Office Services (including promotional products), Technology (excluding software and data), Travel, and Mobility (fleet-related) is involved. If yes, the provisions of Annex 1 apply.</p> <p>[YES / NO] IT Hardware is involved. If yes, the provisions of Annex 2 apply.</p>	
9. Goods:	<i>[Specify any goods being procured. If none, state None or N/A]</i>	
10. Service Levels:	<p>The following Service Levels shall apply to the provision of the Services:</p> <p>[INSERT]</p> <p><i>Outline the expected service levels or performance metrics that the Supplier needs to meet . This can include response times, resolution times, quality standards, or any other measurable criteria.</i></p>	
11. Service Credits:	<p>If, in any period specified below, the Supplier fails to meet any Service Level then Deloitte shall be entitled to service credits calculated at the following Service Credits:</p> <p>[INSERT: amount of Service Credits payable for failing to meet the Service Levels / termination thresholds for Service Credits / exceptions/time extensions etc]</p>	
12. Deliverables:	Deliverable	Specification of Deliverable
	[INSERT: list of deliverables that will be produced as part of the Services].	[INSERT: detailed specification of each deliverable and any acceptance criteria].
13. Time Schedule for provision of Services:	<i>[State any timing agreed for the provision of the Services. For example in relation to fixed price services, the Parties will wish to agree to a milestone payment schedule: set out the timings required here, and refer to this Time Schedule when completing the Charges]</i>	
14. Location of Services:	[INSERT: the geographic areas/Countries where services will be provided].	
15. Charges:	See Attachment A	
16. Data Protection:	Attachment B of this Statement of Work sets out the types of Personal Data, categories of data subject to whom it relates, and the subject matter, duration, nature and purposes of the processing to be carried out under this Statement of Work.	
17. Special Terms:	<i>[Please insert here any additional terms which are either not covered elsewhere or are different from the standard provisions of the Agreement eg different payment terms, use of currency other than £ Sterling, any price review formula etc].</i>	
18. Expenses:	[N/A, or set out here any variations to the principles set out in Clause 8 / As set out in Clause 8 of the Agreement]	

	Services permitted to be subcontracted	Permitted subcontractors
19. Permitted Subcontractors:	<i>[INSERT: elements of the Services permitted to be conducted by that Subcontractor]</i>	<i>[INSERT: name and registered office address of Subcontractor].</i>
20. Key Personnel:	<p>In accordance with Clause 7.9 (Key Personnel) of the Agreement, the following Supplier Personnel are Key Personnel under this Statement of Work:</p> <p><i>[Insert names and roles here, or if T&M services: As set out in Attachment A]</i></p>	
Signed by the Parties' duly authorised representatives:		
Deloitte Name: Title: Signature: Date:		Supplier Name: Title: Signature: Date:

ANNEX 1

Real Estate and Office Services (including promotional products), Technology (excluding software and data), Travel, and Mobility (fleet-related) contracts.

These clauses refer to contractual sustainability provisions that are only valid for Real Estate and Office Services (including promotional products), Technology (excluding software and data), Travel, and Mobility (fleet-related) contracts with Deloitte.

1. Water and Wastewater Management

- a. The Service complies with, and Supplier shall, at its own expense, continue to comply with and assume all liabilities or obligations imposed by, all applicable laws, rules, and regulations.

2. Air Quality

- a. The Service complies with, and Supplier shall, at its own expense, continue to comply with and assume all liabilities or obligations imposed by, all applicable laws, rules, and regulations.

If insurance policy limits of indemnity are specified below in 21.2.1a and 21.2.2a, the parties agree that the provisions of clause 21.2.1 and 21.2.2 of the Agreement are superseded by such levels (should these levels not be specified, clause 21.2.1 and 21.2.2 apply in their entirety to the exclusion of clause 21.2.1a and 21.2.2a below):

- 21.2.1a public and product liability policy of insurance and an employers' liability policy of insurance, each with a limit of indemnity of not less than £[INSERT] (*insert figure in writing* pounds sterling) for any one claim arising out of any one incident or event and without limit as to the number of claims during the period of insurance, to be in place for the duration of the Term; and
- 21.2.2a professional indemnity insurance with a limit of indemnity of not less than £[INSERT] (*insert figure in writing* pounds sterling) for any one claim arising out of any one incident or event and without limit as to the number of claims during the period of insurance, to be in place for the duration of the Term and for three years thereafter.

ANNEX 2

IT HARDWARE CONTRACTS

These clauses refer to contractual sustainability provisions that are only valid for IT Hardware-related contracts with Deloitte.

1. The Supplier is expected to maintain full membership in the Responsible Business Alliance (hereafter '**RBA**') and shall notify Deloitte should they cease to be a full member in good standing as specified on the RBA website (currently <http://www.responsiblebusiness.org/>).
2. The Supplier shall annually report publicly or directly to Deloitte on its efforts to reduce slavery/forced labour/child labour and improve worker health and safety and the environment by the following:
 - a. Report the percentage of owned facilities and percentage of Tier 1 suppliers identified as high risk (as defined by RBA);
 - b. Report percentage of high-risk facilities (owned and in supply chain) that were audited, and:
 - i. Report what percentage of these audits were unannounced;
 - ii. Report what percentage of Tier 1 supplier audits included a company representative;
 - c. Report number of priority non-conformances identified as a result of audits or through other means and corrective action taken. Priority non-conformances include:
 - i. Child Labor
 - ii. Forced Labor
 - iii. Health and safety issues with a significant and immediate impact on worker health or safety
 - iv. Environmental issues with significant and immediate impact on the environment or local community.

Additional Environmental Expectations

3. EPEAT Certification
 - a. All Products provided by the Supplier under this Agreement are required to have achieved "Gold" registration in the EPEAT system in the country of delivery as specified on the EPEAT website (<http://www.epeat.net>); provided that, where selected by Customer, some Products may be designated as "Silver."
 - b. Deloitte reserves the right to require Products meeting standards qualified for implementation on the EPEAT Registry that may be developed for the environmental assessment of additional electronic products, once these standards are final and publicly available.
 - c. The Supplier shall report criteria Supplier uses for measuring environmental sustainability specific to the Products purchased by Deloitte.
4. Circular economy/Disposal/Recycling
 - a. The Supplier is expected to demonstrate continual improvement in circular economy practices, such as by extending the usable life of the products and increasing refurbishment and remanufacturing of products.

- b. The Supplier is expected to have take-back options for end-of-life that ensure products are refurbished or recycled via a recycler certified to an environmentally responsible recycling standard, such as e-stewards (<https://e-stewards.org/>) or R2 (<https://sustainableelectronics.org/r2/>).
- c. The Supplier should align with international expectations regarding disposal or recycling of products when they exceed the expectations for complying with state, federal, country and international regulations.

5. Packaging

- a. The Supplier is expected to demonstrate continual improvement in reducing the environmental impacts of its packaging.
- b. The Supplier is expected to provide a packaging take-back program for Products.
- c. Expanded Polystyrene loose fill packing should be avoided in Supplier packaging.
- d. Polyvinyl Chloride (PVC) should be avoided in Supplier packaging.

ATTACHMENT A TO SOW CHARGES

T&M Charges	Details applicable to Supplier Personnel providing the T&M Services:	Profile / role	T&M Rates			
			Daily Charge applicable to services provided by personnel with this profile			
		[profile]	[As set out in Schedule 3 of the Agreement]			
		[profile]	[As set out in Schedule 3 of the Agreement]			
		Profile / role	Key Personnel			
			Yes	No	Name	
		[profile]	<input type="checkbox"/>	<input type="checkbox"/>	[insert]	
		[profile]	<input type="checkbox"/>	<input type="checkbox"/>	[insert]	
Services that the relevant individual is to provide (refer to paragraphs in row 8 ("Services") of the SOW)						
[All/Paragraphs [a, b, c]]						
[All/Paragraphs [a, b, c]]						
Invoicing Profile						
[As specified in Clause 8.2.1 of the Agreement]						
Project Estimate	Total no. of work days:	[insert number of work days to complete the project]				
	Total time cost ([specify currency]):	[insert sum]				
	Total expense cost ([specify currency]):	[insert sum]				

OR

Fixed price fee:

OR

Charges for Goods:

[Not applicable]/[Enter details including currency and consider linking payment to achievement of agreed milestones. Refer to the Time Schedule]

**ATTACHMENT B TO SOW
DESCRIPTION OF PROCESSING**

Subject matter, nature and purpose of processing	<i>[Include a short description of the processing of personal data – e.g. in connection with the provision of X Services]</i>	
Is the Supplier a data controller?	<i>[Yes / No]</i>	
Duration of the processing	The processing will continue: <ol style="list-style-type: none"> 1. for the duration of the Statement of Work; and 2. after the termination for any reason and/or expiry of the Statement of Work insofar as expressly permitted by Deloitte from time to time. 	
Types of personal data and categories of data subjects	<i>[Include a short description of the types of personal data to be processed and the categories of data subjects]</i>	
Agreed sub processors	Name	Location

SCHEDULE 3
CHARGES

Deloitte Rates

Profile	Standard Rate (per day)
[INSERT]	[INSERT]

Charges

[INSERT ANY OTHER SPECIFIC / AGREED CHARGES]

SCHEDULE 4

CHANGE CONTROL

1. **Right to Request Changes**

Within five (5) Business Days after either Party notifies the other of a proposal for a Change, Deloitte and Supplier shall discuss the relevant Change (as notified) to agree whether they can proceed further with the proposed Change or to abandon the proposed Change.

2. **Progression of Changes**

If the Parties agree to proceed further with a Change following discussions under Paragraph 1 above then (unless otherwise agreed by the Parties) the Supplier shall, at no additional cost to Deloitte, prepare and submit to Deloitte a document which shall substantially reflect the details of the Change and shall contain the matters to be agreed formally by the Parties in respect of that Change (a “**CCN**”), within five (5) Business Days after the Parties agree to proceed further with that Change.

3. **Contents of the CCN**

Each CCN shall be substantially in the form of the CCN template set out in Appendix 1 of this Schedule.

4. **Consideration of CCN**

For each CCN submitted, Deloitte shall evaluate the CCN and, as appropriate:

- 4.1 approve the CCN;
- 4.2 notify the Supplier of rejection of the CCN; or
- 4.3 endeavour to reach agreement with Supplier on any changes needed to the CCN to make it acceptable to Deloitte and in the course of those endeavours Deloitte may require Supplier to provide additional information.

5. **Acceptance of CCN**

If Deloitte accepts the CCN (either as submitted by the Supplier or as amended by agreement between the Parties under Paragraph 4.3) then Deloitte and Supplier shall procure that their Representative execute, as soon as possible thereafter, two copies of the CCN, with each Party retaining one copy of the executed CCN. Upon the CCN being executed by both Parties, the relevant Statement of Work will be taken to have been amended in accordance with the CCN. If the Supplier proceeds with performing the Change without a properly authorised CCN in place, the performance of the Change shall be at the Supplier's sole risk and expense. Any zero value CCN shall be deemed to be agreed for good and valuable consideration including the sum of £1 paid by Deloitte to Supplier in respect of each such Change, the receipt and sufficiency is hereby agreed by Supplier.

6. **Rejection of CCN**

Unless and until the Parties have agreed the contents of a CCN provided under this Schedule 4, the Parties must continue to perform their respective obligations under this Agreement without that variation.

7. **Limits**

- 7.1 For the avoidance of doubt, the execution of a CCN does not amend Clauses of this Agreement, and is only effective to amend the relevant Statement of Work. Amendments to this Agreement must be effected in accordance with Clause 29.10.
- 7.2 The Supplier shall not unreasonably withhold or delay its agreement or consent to any Change. It is reasonable for the Supplier to withhold consent in the event

the Change is not within the Supplier's competence, expertise and resources in the ordinary course of business to implement it.

- 7.3 For the avoidance of doubt, provided such Change is within the Supplier's competence, expertise and resources in the ordinary course of business to provide and the costs of the Change are met by Deloitte, it is likely that it will be unreasonable for the Supplier to withhold agreement or consent to a Change if the failure to implement such Change would result in Deloitte's non-compliance with any regulatory requirements.
- 7.4 Until such time as a Change is made in accordance with this Schedule 4, the Supplier shall, unless otherwise agreed in writing, continue to provide the Services as if the Change had not been requested or recommended.
- 7.5 Any discussion which may take place between Deloitte and the Supplier in connection with a Change and before the authorisation of a resultant Change in accordance with this Schedule 4 shall be without prejudice to the rights of either Party.

APPENDIX 1 OF SCHEDULE 4
TEMPLATE CHANGE CONTROL NOTE (CCN)

CCN Details	
CCN Number:	<i>[insert]</i>
Title (one-line description of Change proposal):	<i>[e.g. Change to extend the Statement of Work by one month]</i>
Statement of Work	<i>[insert name and date of SOW]</i>
Date of Change	<i>[insert effective date of change or state "last day of signature of this CCN"]</i>
Details of Change	
<p>Change:</p> <ul style="list-style-type: none"> • <i>[Brief description of reasons for Change. Attach any documents, specifications or other supporting information that is available]</i> • <i>Description of Solution:</i> • <i>Impact Analysis:</i> • <i>Deliverables:</i> • <i>Timetable]</i> 	
<p>Charges for Change:</p> <p><i>[The total Charge for the Change should be included here (or it should be noted as a zero fee change). In addition, include a schedule of payments against milestones/deliverables where appropriate and any applicable acceptance criteria linked to milestones/deliverables.]</i></p>	
<p>Authorisation:</p> <p>Deloitte and Supplier hereby agree that the Change set out above shall be implemented as set out in this CCN and in accordance with the provisions of the Agreement and the Statement of Work will be taken to incorporate the Change herein.</p>	
For Supplier	For Deloitte
Signature	Signature
Name	Name
Title	Title
Date	Date

SCHEDULE 5

PROCESSING OF PERSONAL DATA

1. PROTECTION AND PROCESSING OF PERSONAL DATA

1.1 Definitions

1.1.1 **“Data Protection Legislation”** means all applicable legislation relating to privacy or personal data and including any statute or statutory provision which amends, extends, consolidates or replaces the same. The terms “personal data”, “data subject”, “controller” and “process” (and its derivatives) shall have the meanings given to them in Data Protection Legislation.

1.1.2 **“Personal Data”** means any personal data governed by and subject to Data Protection Legislation that is processed by either party respectively in connection with this Agreement and the Services.

1.2 Each party shall comply with its obligations under Data Protection Legislation in respect of Personal Data.

1.3 The Parties acknowledge that certain of the Services may be performed by the Supplier acting as a processor and certain Services may be performed by the Supplier acting as a controller. Attachment B of the Statement of Work shall identify if the Supplier acts as a controller. In the absence of any such indication in Attachment B of the Statement of Work, the Supplier shall act as a processor of Deloitte in respect of the Personal Data. Paragraphs 1.4-1.5 and 1.9-1.11 shall apply where the Supplier acts as a processor. Paragraphs 1.6-1.8 and 1.9-1.11 shall apply where the Supplier acts as a controller. Attachment B of the Statement of Work sets out the scope of the processing carried out by the Supplier under this Agreement. Nothing in this Schedule relieves the Supplier of its own obligations as processor under the Data Protection Legislation.

Processor provisions

1.4 In processing the Personal Data, the Supplier shall:

1.4.1 only process Personal Data: (a) to the extent necessary to provide the Services; (b) in accordance with the specific instructions of Deloitte (save to the extent such instructions infringe the Data Protection Legislation, in which case Supplier shall notify Deloitte); or (c) as required by any regulator or applicable law;

1.4.2 not disclose any Personal Data to any third party (including affiliates), including for back-up and storage purposes, without Deloitte's prior written consent in each instance (provided that such consent may be given subject to conditions and including that which may be given pursuant to this Paragraph 1.4), other than to the extent required by any competent authority or applicable law in which case the Supplier shall inform Deloitte of such required disclosure prior to processing such disclosure unless prevented from doing so pursuant to applicable law;

1.4.3 implement appropriate technical and organisational measures to maintain the security of such Personal Data and prevent unauthorised or unlawful access to, or processing of, or any accidental loss, destruction or damage to that Personal Data including, at a minimum, those specified in this Schedule 5;

1.4.4 keep, and procure that all of its employees and agents keep, the Personal Data confidential in accordance with the Supplier's confidentiality obligations under Clause 15 (Confidentiality);

- 1.4.5 notwithstanding Clause 23, maintain a record of its processing activities and provide all cooperation and information to Deloitte as is reasonably necessary for Deloitte to demonstrate compliance with its obligations pursuant to Data Protection Legislation, including permitting audits conducted by or on behalf of Deloitte or its regulators on reasonable notice from time to time;
 - 1.4.6 notify Deloitte in writing without undue delay and in any event within 24 (twenty four) hours of discovery of, and provide full cooperation in the event of, any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data in the Supplier's possession or control;
 - 1.4.7 provide full cooperation and assistance to Deloitte in relation to any request by a data subject to have access to Personal Data held about them or in relation to any other request, allegation or complaint by a competent authority or data subject, including notifying Deloitte in writing without undue delay and in any event within (forty eight) hours of receipt of any such notice or request;
 - 1.4.8 at the choice of Deloitte, delete or return all Personal Data to Deloitte on termination or expiry of this Agreement, and delete all copies of the Personal Data (save to the extent that retention of copies is required by applicable law) providing written confirmation of such deletion to Deloitte;
 - 1.4.9 not process Personal Data outside the United Kingdom or European Economic Area ("EEA") or a country not deemed to provide an adequate level of protection for personal data by any competent authority without the prior written consent of Deloitte (which may be refused by Deloitte in Deloitte's sole discretion, or given subject to such conditions as Deloitte requires, which may include Supplier and/or its sub-processor agreeing to enter into a data transfer agreement or other documentation required by Deloitte). In any event it shall be a condition of any consent given by Deloitte to the Supplier to transfer Personal Data outside the United Kingdom, EEA or a country not deemed to provide an adequate level of protection for personal data that the Supplier shall ensure that such transfer is permissible under the Data Protection Legislation.
- 1.5 The Supplier shall not engage any third party or other sub-processor to process Personal Data on behalf of Deloitte without the express prior written consent of Deloitte. Where a sub-processor is duly engaged to carry out specific processing activities on behalf of Deloitte, the Supplier shall ensure that it enters into a written contract with such sub-processor containing data protection obligations no less onerous than those set out in this Paragraph 1, which shall apply to the sub-processor. The Supplier shall remain liable for the acts and omission of any such sub-processor.

Controller provisions

- 1.6 When acting as a controller, Supplier may process Personal Data for the purpose of providing those Services indicated in the relevant Statement of Work together with: (i) applicable legal, professional or regulatory requirements; and (ii) requests and communications from competent authorities.
- 1.7 To the extent it is involved in the collection of Personal Data from data subjects, the Supplier shall collect any necessary permission, provide any necessary notice and do all such other things as are required under the Data Protection Legislation in order for it to disclose Personal Data to Deloitte for the purposes described in Paragraph 1.6 of this Schedule 5 and any relevant Statement of Work.
- 1.8 The Supplier shall:

- 1.8.1 implement appropriate technical and organisational measures to maintain the security of the Personal Data and prevent unauthorised or unlawful access to, or processing of, or any accidental loss, destruction or damage to the Personal Data including by implementing any measures described in Schedule 8 (Information Security).
- 1.8.2 Notify Deloitte without undue delay:
- (a) upon receiving a subject access or other request from a data subject of the Personal Data, or if it receives any other claim, complaint or allegation relating to the processing of the Personal Data by the Supplier; and
 - (b) upon becoming aware of any breach of security leading to the destruction, loss or unlawful disclosure of the Personal Data in the Supplier's possession or control,
- and in each case the Supplier shall co-operate with Deloitte in handling such event and provide all reasonable assistance in the discharging of its duties under the Data Protection Legislation.

General

- 1.9 Upon the reasonable request of Deloitte, the Supplier shall provide such information relating to its processing of Personal Data as reasonably required for the other to satisfy its obligations under Data Protection Legislation.
- 1.10 The Supplier agrees to indemnify, and keep indemnified, Deloitte from and against all liabilities, costs, expenses, damages and losses and any professional costs and expenses suffered by, incurred by, or awarded against Deloitte, arising out of or in connection with any failure by the Supplier or its employees or agents to comply with its obligations under Paragraphs 1.1 to 1.9 (inclusive).
- 1.11 Any breach of Paragraphs 1.1 to 1.9 (inclusive) by the Supplier shall be deemed to be a material breach of this Agreement and shall entitle Deloitte to terminate this Agreement immediate upon notice to the Supplier.

SCHEDULE 6
TPRM

Agreed Third Party Risk Management Process Remediation Actions

No	Risk Domain	Remediation Action	Remediation Action Description	Remediation Type	Accepted / Rejected by Third Party	Remediation Action Status	Agreed (DD/MM/YYYY) / Third Party Comments	Date / Party

SCHEDULE 7

BUSINESS CONTINUITY PLAN

1 Definitions

- 1.1 For the purposes of this Schedule 7, the following terms shall have the following meanings:

“Disaster” means an event which materially impacts the normal performance or receipt of the Services so as to prevent achievement of the Service Levels or otherwise prevent Supplier from performing its obligations or providing all or part of the Services; and

“Incident” means any event which is not part of the standard operation of the Services and which causes or may cause an interruption to or a reduction in the quality of the Services.

2 Introduction

- 2.1 The Supplier undertakes that it has and shall continue to have in place and keep up to date a Business Continuity Plan and a Disaster Recovery Plans (together the **“Plans”**) in accordance with the requirements set out in 0 7 and which are sufficient to minimise the possibility of any interruption in the Services and allow the restoration of the Services within timescales agreed between Deloitte and the Supplier, should they nonetheless be disrupted by an Incident or Disaster.
- 2.2 Supplier shall implement the applicable Plan(s) in the event of the Services being lost or seriously disrupted following an Incident or a Disaster.
- 2.3 The Plans will cover all elements contributing to overall service including process, environment and applications.

3 Contents of the Disaster Recovery Plan

- 3.1 The Disaster Recovery Plan will contain all actions necessary to reinstate the Services and will include:
- (a) prioritised list of critical systems and the recovery time objective (RTO) and recovery point objective (RPO) for each;
 - (b) identification of key skills required to execute the Disaster Recovery Plan;
 - (c) criteria for Disaster declaration;
 - (d) the invocation process;
 - (e) recovery location provisions as applicable (secondary data centre);
 - (f) definition of roles of the various stakeholders and communications in the case of a Disaster; and
 - (g) details of procedures for communications during a Disaster, including updates for timescales of re-establishment of the Services.

4 Contents of the Business Continuity Plan

- 4.1 The scope of the Business Continuity Plan will include, but not be limited to the following impacts:
- (a) loss or denial of access to buildings;
 - (b) loss of IT services and/or data due to (including without limitation) a cyber-event;
 - (c) pandemic, endemic and/or loss of Supplier Personnel ;
 - (d) pandemic, endemic and/or loss of Supplier Personnel; and

- (e) loss of suppliers including (without limitation) utility suppliers.

The Business Continuity Plan will contain all actions necessary to reinstate the Services and will be available for review by Deloitte. It will include:

- (a) prioritised list of critical functions and/or services;
- (b) the RTO and maximum tolerable period of disruption (otherwise known as MTPD) of each function and/or service;
- (c) the dependencies for each function and/or service including (without limitation) people, premises, IT systems and suppliers;
- (d) the invocation process;
- (e) the recovery team with roles and responsibilities in the case of an Incident or Disaster;
- (f) methods of communication during an Incident or Disaster;
- (g) the strategies and solutions to recover functions and/or services; and
- (h) standing down and recovery procedures.

5 Testing and review

- 5.1 At the start of each Contract Year, the Supplier shall provide Deloitte with a copy of the Plans for its review.
- 5.2 Supplier shall consult with Deloitte regarding the details of the proposed annual testing programme for the Plans. The Supplier shall review, update and test the Plans on a regular basis and, in any event, not less than once in every twelve (12) month period.
- 5.3 Supplier shall promptly take such steps as may be reasonably required in order to address any deficiencies or weaknesses uncovered by such tests or review.

6 Incident management procedure

- 6.1 When a disruptive Incident occurs which results in either or both of Supplier's Plans being invoked, the following steps will be undertaken as appropriate to the type of Incident:
 - (a) Supplier will liaise with Deloitte and report details of the Incident, including the estimated impact on the Services;
 - (b) Supplier will assess the Incident, including estimating the impact on the Services, and will manage the re-allocation of work and Personnel to minimise the impact of the Incident in line with relevant Plans;
 - (c) the Incident will be reported to Deloitte's key stakeholders (as notified to Supplier from time to time or as specified in the Plan) in line with terms as agreed between Supplier and Deloitte; and
 - (d) the actions to recover the Services, along with the appropriate communications if the Incident is declared a Disaster, which will be described in the corresponding Plan.

7 Supplier communication with Deloitte in the event of a Disaster

- 7.1 Supplier shall provide nominated staff members who will act as its officers for communication and escalation in the event of a Disaster.
- 7.2 Supplier shall notify the Deloitte key stakeholder (as notified to Supplier from time to time or as specified in the Plan) upon the need to invoke the Plans. Supplier shall maintain regular communication with a nominated officer of Deloitte and shall provide updates on the Disaster situation at a frequency agreed between the Parties according to severity of Incident.

- 7.3 In the event of a Disaster where the Services become unavailable and where Supplier has invoked the Plans, Supplier will provide an initial communication to Deloitte as soon as reasonably practicable and, in any event, within 24 hours of invocation, which shall set out, amongst other things:
- (a) the nature of the Incident;
 - (b) which Supplier facilities and/or elements of the Services have been affected;
 - (c) the action plan;
 - (d) contact details, including phone numbers for helpdesks and other contacts;
 - (e) how and when further information will be available and released; and
 - (f) anticipated interruption to normal business processing and details of relevant workarounds and procedures for processing.
- 7.4 Supplier will endeavour to send this communication by email to Deloitte's key stakeholders and will continue to provide regular communications to Deloitte about the Incident until the Incident has been resolved.

8 Supplier's Obligations

- 8.1 Supplier will maintain alignment with industry best practice for business continuity and disaster recovery management.
- 8.2 Following the proposal of any material Change to the Services or their method of delivery (including location) under Clause 13 (Changes), Supplier shall review its Plans to assess the impact of such proposed Change. Significant changes to recovery strategies will be reflected in an update to Supplier's Business Continuity Plan. Supplier shall ensure that all of its relevant Personnel are adequately trained in relation to the implementation of disaster recovery and business continuity arrangements including the applicable invocation procedures according to their role.
- 8.3 Supplier shall ensure that the Plans cover sub-contracted activities and that sub-outsourcers have the necessary arrangements in place to support Supplier's contractual responsibilities.

9 Resilience

Supplier shall ensure that its policies and ways of working foster resilience in providing the Services including, but not limited to:

- (a) ensuring that succession plans are in place for Key Personnel; and
- (b) ensuring that cross-training / skilling is in place where possible.

SCHEDULE 8
INFORMATION SECURITY

1 CERTIFICATIONS

- 1.1 The Supplier shall ensure that it and its subcontractors (as approved by Deloitte in advance in writing (if any)) shall be certified to international security standards ISO/IEC 27001 (as appropriate to the Services provided) or equivalent for the duration of this Agreement. The Supplier shall notify Deloitte immediately if there are any major non-conformities logged by the international security standards certification authorities at any time during the term of this Agreement.

2 COMPLIANCE WITH DELOITTE'S SECURITY POLICIES

- 2.1 The Supplier shall observe and comply with the Deloitte Group's security policies, guidelines and procedures including any updates notified, or made available via a portal, to the Supplier by Deloitte ("**Deloitte Security Policies**").

3 SECURITY OF DELOITTE INFORMATION

- 3.1 The Supplier shall ensure that the Deloitte Information is protected in accordance with Deloitte Security Policies and in particular the Supplier shall not:
- use the Deloitte Information, nor reproduce the Deloitte Information in whole or in part in any form except as may be required by this Agreement;
 - purport to sell, let for hire, assign rights in, declare a trust or otherwise dispose of or commercially exploit any Deloitte Information, and
 - alter, delete, add to, or affect the confidentiality, integrity or accessibility, or otherwise interfere with the Deloitte Information (save where expressly required to do so by the terms of this Agreement).
- 3.2 The Supplier shall be responsible for establishing and maintaining an information security program that is designed to:
- ensure the security and confidentiality of the Deloitte Information (including any back-ups) by the use of encryption for Deloitte Information at transit and rest;
 - protect against any anticipated threats or hazards to the security or integrity of the Deloitte Information;
 - protect against unauthorised access to, disclosure or use of the Deloitte Information;
 - ensure the proper separation of the Deloitte Information;
 - ensure non-production data such as testing is kept separate from Deloitte production data (where applicable);
 - ensure the proper disposal of the Deloitte Information;
 - preserve the integrity of the Deloitte Information and prevent the corruption, destruction or loss of the Deloitte Information at all times that the Deloitte Information is under the control of the Supplier or Supplier Personnel;
 - perform secure back-ups of all Deloitte Information and shall ensure that up-to-date back-ups are stored off-site. The Supplier shall ensure that such back-ups are available to Deloitte (or to such other person as Deloitte may direct) at all times upon request; and
 - ensure that all subcontractors of the Supplier, if any, comply with all of the foregoing.

- 3.3 On request, the Supplier shall provide Deloitte with full details of its information security program and the security awareness programme/training it has in place for all Supplier Personnel and its subcontractors. The Supplier shall ensure that its information security program and training is regularly reviewed and approved by the Supplier's senior personnel.

4 SECURITY EVENT

- 4.1 The Supplier shall assist Deloitte with any Data Breach and any suspected or threatened Data Breach (each, a "**Security Event**") by: (i) notifying Deloitte immediately upon of becoming aware of the Security Event (with such details as are available to Supplier at that time); (ii) within 48 hours of first becoming aware, providing the Deloitte with an incident report with all relevant information and documentation in its knowledge, possession or control concerning the Security Event (including a full description of the incident, what corrective action plans have been implemented to mitigate the issue and what preventative actions will be taken to prevent such incident from happening in future); and (iii) co operating with the Deloitte and taking such steps as the Deloitte may reasonably require to assist in investigating, mitigating and remediating any Security Event, including through regular updates following the initial notifications; and (iv) implementing all necessary preventive actions to Deloitte's reasonable satisfaction within 5 Business Days of becoming aware of the Security Event.

CONFIDENTIAL

SCHEDULE 9
IR35 ADDENDUM

1. Definitions

In this IR35 Addendum which forms part of this Schedule 9 (IR35 Addendum), the following words and phrases shall have the following meanings:

Contracted-Out Service means any service which is not a Personal Service;

Intermediary means an intermediary (whether a company, partnership or an individual) within the meaning of Chapter 10 of Part 2 of ITEPA;

ITEPA means the Income Tax (Earnings and Pensions) Act 2003;

IR35 Employment Liabilities means all and any remuneration, claims, demands, liabilities, compensation, damages, taxes, National Insurance Contributions, penalties, fines and interest and all and any losses and liabilities including any associated legal, professional and other costs and expenses;

Personal Service means any service comprised in the Services that a Supplier Personnel personally performs or is under an obligation to personally perform for Deloitte within the meaning of 61M of Chapter 10 of Part 2 of ITEPA. For example: (i) the secondment of any Supplier Personnel to Deloitte; and, (ii) the provision of any kind of resource augmentation service to Deloitte, are each a Personal Service for the purpose of this Agreement and any service of a type similar to a secondment or resource augmentation service shall be treated likewise;

2. General

2.1 The Supplier represents, warrants and undertakes that:

2.1.1 it is not itself an Intermediary to which any of the conditions in section 61N of ITEPA apply with respect to any Supplier Personnel and during and throughout the Term of this Agreement shall not be such an Intermediary, or shall notify Deloitte in writing in advance if it becomes or plans to become such an Intermediary; and

2.1.2 it is not, nor will it become prior to the expiry of this Agreement, a managed service company, within the meaning of section 61B of ITEPA. The Supplier shall on request supply to Deloitte copies of its company records and evidence demonstrating that no person who carries on a business of promoting or facilitating the use of companies to provide the services of individuals (a) benefits financially on an ongoing basis from the provision of the Services; (b) influences or controls the provision of the Services; (c) influences or controls the way in which payments to any Supplier Personnel are made; (d) influences or controls the Supplier's finances or any of its activities; or (e) gives or promotes an undertaking to make good any tax loss.

2.2 Deloitte may at any time determine in its absolute discretion whether the Service provided by a Supplier Personnel (whether comprising all or part of the Services), is or includes a Personal Service, a Contracted-Out Service or a combination of Personal and Contracted-Out Services;

2.3 Where any Supplier Personnel is/are employed by the Supplier and is/are supplied to Deloitte and is/are subject to control and/or management by Deloitte, the Supplier will notify Deloitte if it does not, or if it ceases to (a) have a UK permanent establishment or (b) be tax resident in the UK; and

2.4 Nothing in this Agreement shall render any Supplier Personnel an employee, worker, agent or partner of Deloitte and the Supplier shall procure that no Supplier Personnel shall hold themselves out as such.

3. Personal Service

3.1 Supplier represents, warrants and undertakes that:

- 3.1.1 any Supplier Personnel supplied to Deloitte in the provision of a Personal Service (whether comprising all or part of the Services) is not and will not be engaged by an Intermediary and will either (i) be an employee of the Supplier; (ii) an employee of a third party; or, (iii) fall within section 4 or section 44 of ITEPA as workers of the Supplier or of a third party provider of personnel to the Supplier;
- 3.1.2 in the event that a Supplier Personnel is not an employee of the Supplier or a third party or is not subject to section 4 or section 44 of ITEPA as a worker of the Supplier or of a third party provider of personnel to the Supplier, that Supplier Personnel will not be engaged or otherwise utilised by the Supplier in the provision of any Personal Service to Deloitte; and
- 3.1.3 all and any income, fees, benefits, expenses, emoluments or other payments of any kind whatsoever (individually, and together the "Reward") paid to each Supplier Personnel in connection with the provision of any Personal Service will have PAYE income tax, National Insurance Contributions and the Apprenticeship Levy fully accounted for, and on time, to the extent required by relevant legislation in force from time to time.

4. Contracted-Out Service

4.1 The Supplier represents, warrants and undertakes that:

- 4.1.1 any Supplier Personnel supplied to Deloitte in the provision of a Contracted-Out Service is either (i) an employee of the Supplier; (ii) an employee of a third party; (iii) falls within section 4 or section 44 of ITEPA as workers of the Supplier or of a third party provider of personnel to the Supplier; and (iv) is not and will not be engaged by an Intermediary without the prior written consent of Deloitte provided at its sole discretion; and
- 4.1.2 For the avoidance of doubt, it is not the intention of Deloitte to withhold the consent referred to in Paragraph 4.1.1 in respect of a Supplier Personnel, where it is agreed by Deloitte that the service provided by the Supplier Personnel is not a Personal Service.

5. Indemnity

5.1 The Supplier shall indemnify Deloitte for and in respect of:

- 5.1.1 any IR35 Employment Liabilities, any amount transferred or claim arising from or made in connection with either the performance of the Services or any Reward received or receivable by any Supplier Personnel in connection with the Services, where such recovery by Deloitte is not prohibited by law;
- 5.1.2 any reasonable costs, expenses and any penalty, fine or interest incurred or payable by Deloitte in connection with or in consequence of any such liability, deduction, contribution, assessment or claim per Paragraph 5.1.1, other than where the latter arises wholly and solely out of Deloitte's negligence or wilful default; and
- 5.1.3 any liability arising from any actual, prospective or alleged employment-related claim or any actual prospective or alleged claim based on employee or worker status (including all and any associated legal, professional and other costs and expenses in responding to any such claim) brought by any Supplier Personnel against Deloitte arising out of or in connection with the provision of the Services.

- 5.2 Subject to prior notification to the Supplier and acting reasonably to take into consideration any representations made by the Supplier, Deloitte may at its option satisfy the indemnity in Paragraph 5.1 above (in whole or in part) by way of a reduction on any amounts due to the Supplier.
- 5.3 Should Deloitte determine at any time that Chapter 10 of Part 2 of ITEPA applies to any service provided by a Supplier Personnel covered by this Agreement and/or any Reward, notwithstanding the indemnity contained in Paragraph 5.1 above, Deloitte shall notify the Supplier and subject to taking into account any representations made by the Supplier shall also be entitled to withhold from payments due to the Supplier such amount as it considers to be due to HMRC (including amounts which HMRC may have transferred to Deloitte if any) for income tax, National Insurance Contributions and Apprenticeship Levy in respect of the performance of those Services by any Supplier Personnel. Deloitte shall also be entitled to reduce the amount otherwise due to the Supplier for the Services to reflect all and any incremental legal, professional and other costs and expenses payable by Deloitte as a result of such a determination.

SCHEDULE 10 POLICIES



Deloitte Third Party
Policy Statement_v2.0

Link:

<https://www.deloitte.com/content/dam/assets-zone2/uk/en/docs/about/2024/deloitte-uk-third-party-policy-statement-28-nov-2024.pdf>