Subject to Contract

Dated

KEYTREE LIMITED (1)

and

(2)

Framework Agreement
1. DEFINITIONS ........................................................................................................... 3
2. DURATION .............................................................................................................. 6
3. WORK ORDER PROCESS .................................................................................... 6
4. KEYTREE OBLIGATIONS .................................................................................... 7
5. CUSTOMER OBLIGATIONS .................................................................................. 7
6. KEYTREE’S WARRANTIES .................................................................................... 7
7. CHANGE CONTROL PROCEDURE ..................................................................... 8
8. CHARGES .............................................................................................................. 8
9. INTELLECTUAL PROPERTY RIGHTS ............................................................... 9
10. CONFIDENTIALITY ............................................................................................. 10
11. LIMITATION OF LIABILITY ............................................................................. 10
12. TERMINATION .................................................................................................... 11
13. CONSEQUENCES OF TERMINATION ............................................................... 12
14. NON-SOLICITATION .......................................................................................... 12
15. FORCE MAJEURE .............................................................................................. 13
16. ASSIGNMENT AND SUB-CONTRACTING ..................................................... 13
17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 ..................................... 13
18. RELATIONSHIP .................................................................................................. 13
19. VARIATIONS ..................................................................................................... 13
20. SEVERABILITY .................................................................................................... 13
21. NO WAIVER ....................................................................................................... 13
22. NOTICES ........................................................................................................... 14
23. ENTIRE AGREEMENT ....................................................................................... 14
24. COUNTERPARTS ............................................................................................... 14
25. LAW AND JURISDICTION .................................................................................. 14
SCHEDULE 1 - WORK ORDER TEMPLATE ................................................................ 17
SCHEDULE 2 - CHANGE CONTROL PROCEDURE ............................................... 19
SCHEDULE 3 - SUPPLIER DATA PROCESSING AGREEMENT TEMPLATE ............. 20
THIS FRAMEWORK AGREEMENT is made on the __/__/2019.

BETWEEN:

(1) KEYTREE LIMITED (Registered in England No 05744007) whose registered office is at 2nd Floor, 114 St Martins Lane, London WC2N 4BE ("Keytree"); and

(2) (Registered in [COMPLETE] No [COMPLETE] ) whose registered office is at [COMPLETE] ("the customer")

BACKGROUND:

(A) The Customer wishes to procure information technology consultancy services and/or managed IT services, and Keytree is in the business of supplying such services.

(B) When the Customer requests services from Keytree, and Keytree is able to provide such services, the relevant parties will enter into a Work Order in accordance with this Framework Agreement.

(C) Each Work Order will incorporate the terms and conditions set out in this Framework Agreement.

IT IS AGREED AS FOLLOWS:

1. Definitions

1.1 In this Framework Agreement, the following words shall have the following meaning unless otherwise expressly stated:

“Approved Sub-Contractors” means, in relation to any Work Order, any individuals or business listed in that Work Order to whom Keytree may sub-contract its obligations under this Framework Agreement;

“Change Control Procedure” means the procedure agreed between the Parties set out in Schedule 3;

“Charges” means, in relation to any Work Order, the fees and expenses and all other charges set out in that Work Order (which shall be based on the charges referred to in Schedule 2, as may be amended from time to time in accordance with this Framework Agreement);

“Commencement Date” means, in relation to any Work Order, the date set out in that Work Order for commencement of the Services;

“Contract Date” means the date of this Framework Agreement;

“Confidential Information” means any and all secret or confidential information
(including information which falls into any of the following categories, where the information is reasonably expressed to be confidential or ought reasonably to be known to be confidential: commercial, financial, marketing, and technical information, together with know-how, trade secrets and other information in written, electronic or any other form or medium), whether disclosed before, on or after the date of this Framework Agreement;

“Customer Materials” means any documentation, materials, software, equipment, data and all other materials supplied by the Customer to Keytree for the purposes of this Framework Agreement and as more particularly described in any applicable Work Order;

“Customer Obligations” means, in relation to any Work Order, the tasks and responsibilities set out in that Work Order to be carried out by the Customer in order that Keytree may perform the Services;

“Deliverables” means, in relation to any Work Order, the documentation and any other physical output from the Services to be supplied by Keytree to the Customer and as described in that Work Order;

“Developed Materials” means any documentation, materials, software, equipment, data and all other materials developed by Keytree in the course of providing the Services, excluding the Customer Materials and Keytree Materials;

“Force Majeure” means any event outside the reasonable control of either Party affecting its ability to perform any of its obligations (other than payment) under this Framework Agreement including: fire; flood; lightning; war; revolution; terrorism; riot; strike; lock-out or other industrial action; failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services; viruses, spyware or other malware;

“Good Industry Practice” means the level of skill and expertise that may be reasonably expected from a supplier of services similar to the Services in similar circumstances to those of Keytree at the time the Services are supplied;

“Group” means, in relation to a company, that company and every other company which is for the time being a subsidiary or holding company of that company or a subsidiary of any such holding company (and the terms “subsidiary” and “holding company” shall have the meanings given to them in the Companies Act 2006);

“Initial Period” means a period commencing on the Contract Date and ending on the third anniversary of the Contract Date;

“Intellectual Property Rights” means any patent, copyright, database right, moral right, design right, registered design, trade mark, service mark, domain name, metatag, model, unregistered design (and any application for any such right) or other intellectual property right;

“Keytree Materials” means any documentation, materials, software, equipment, data and all other materials owned by or licensed to Keytree and used to perform the Services and which (a) are existing prior to the Contract Date or (b) are developed by
Keytree outside the course of performance of this Framework Agreement, and shall be deemed to include any developments to such materials made during the course of providing the Services;

“Party” means a party to this Framework Agreement;

“Recommendation” means any recommendation or suggestion (whether as part of the Services or otherwise) regarding the Customer procuring any third-party products (including software) and/or services;

“Services” means, in relation to any Work Order, the consultancy services or managed services to be provided by Keytree to the Customer as set out in that Work Order;

“Solution” means the products and/or services referred to in any Recommendation;

“Special Terms” means, in relation to any Work Order, the Work Order specific terms set out in that Work Order, agreed by the Parties to take precedence over the terms of this Framework Agreement;

“Data Processing Agreement” means a document in the form set out in Schedule 3 and signed by the Parties which covers the processing of data by Keytree.

“Timetable” means, in relation to any Work Order, the timetable for the provision of the Services set out in that Work Order;

“Working Day” means a day other than: a bank holiday; Saturday and Sunday; and a public holiday; and

“Work Order” means a document in the form set out in Schedule 1 and signed by the Parties which forms a contract for the provision of the Services in accordance with Clause 3.

1.2 The headings contained in this Framework Agreement are for convenience of reference only and shall not affect its interpretation.

1.3 References to a “person” includes an individual, company, public body, organisation, firm or partnership.

1.4 Words indicating the singular shall include the plural and vice versa. Words indicating a gender shall include each gender.

1.5 The words and phrases “includes”, “including” or “in particular” (as well as any similar words or expressions) shall be without limitation to the generality of any preceding words and any preceding words shall not be construed as being limited to a particular class where a wider interpretation of those words and phrases is possible. Furthermore (except where already stated) such words shall be deemed to be immediately followed by the words “without limitation”.

1.6 All references in this Framework Agreement to Clauses, Schedules and Appendices are to the clauses, schedules and appendices to this Framework Agreement unless otherwise stated. All references to Paragraphs are to the numbered paragraphs in the respective Schedules and Appendices unless otherwise stated.
1.7 References to any statute or statutory provision shall include (i) any subordinate legislation made under it, and (ii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

1.8 All sums payable hereunder are expressed exclusive of VAT and any other applicable tax and duty payable upon such sums which shall be added if appropriate at the rate prevailing at the relevant tax point.

1.9 In the event of a conflict between the provisions of this Framework Agreement and the provisions of a Work Order then the following order of priority shall apply with the first listed having the highest priority:

1.9.1 the Special Terms;

1.9.2 this Framework Agreement; and

1.9.3 the other provisions of the Work Order.

2. Duration

2.1 This Framework Agreement shall come into force on the Contract Date and (subject to the provisions for earlier termination in this Framework Agreement) shall last for the Initial Period and thereafter shall continue in force unless and until either Party gives to the other not less than 90 days’ prior written notice of termination (to expire on or at any time after the end of the Initial Period).

3. Work Order Process

3.1 The Customer shall be entitled from time to time to request in writing the provision of services from Keytree.

3.2 Within 10 Business Days of receipt of a written request from the Customer under Clause 3.1, Keytree shall either:

3.2.1 notify the Customer that it is not able to provide the requested services; or

3.2.2 complete a draft Work Order containing the information referred to in the template Work Order set out in Schedule 1 and submit the draft Work Order to the Customer for its written approval. In preparing the draft Work Order the Supplier shall calculate the Charges by reference to the agreed charges for the Services set out in Schedule 2.

3.3 Each Work Order:

3.3.1 shall be entered into by the Customer and Keytree;

3.3.2 once signed by both Parties, forms a separate contract between its signatories;

3.3.3 shall incorporate the terms of this Framework Agreement as amended by the Special Terms where applicable; and

3.3.4 Where a Work Order entails the processing of data the parties will complete a Data
Processing Agreement covering the applicable data.

4. **Keytree Obligations**

4.1 In consideration of payment of the Charges by the Customer to Keytree, Keytree shall provide the Services to the Customer from the Commencement Date.

5. **Customer Obligations**

5.1 The Customer will supply the Customer Materials, and perform the other Customer Obligations, promptly and where specified in accordance with the Timetable.

5.2 The Customer will perform the Customer Obligations with reasonable skill and care.

5.3 The Customer warrants and undertakes to Keytree that:

5.3.1 it has full capacity and authority to enter into this Framework Agreement and any Work Order including any required authority from any parent company or other company in its Group;

5.3.2 it will provide all reasonable access and facilities in a timely manner to allow Keytree to perform the Services;

5.3.3 it will ensure that there is an authorised member of staff of the Customer available at all times during the performance of the Services at any Customer site to provide reasonable assistance to the Supplier;

5.4 Without prejudice to any rights or remedies of the Customer under Clause 6, the Services (or deliverables forming part of the Services as the case may be) shall be deemed to be accepted by the Customer on the earlier of:

5.4.1 a period of 7 days following delivery of the relevant Services or Deliverables provided that this sub-clause shall not apply where Customer has notified the Supplier in writing that the Services or Deliverables are not in conformance with the description set out in the Work Order; and

5.4.2 the date on which the Customer makes operational use of any Deliverables in the Customer’s business.

6. **Keytree’s Warranties**

6.1 Keytree warrants to the Customer that:

6.1.1 it has full capacity and authority to enter into this Framework Agreement and any Work Order including any required authority from any parent company or other company in its Group;

6.1.2 as at the date of delivery, the Services and the Deliverables will conform in all material respects with the description thereof in the relevant Work Order;

6.1.3 it will perform the Services with reasonable skill and care and in accordance with Good Industry Practice;
6.1.4 it will use reasonable endeavours to perform its obligations under the any Work Order in accordance with the relevant Timetable (although both Parties acknowledge that timing shall not be of the essence in respect of Keytree’s obligations as such timing relates to estimates only); and

6.1.5 the provision of the Services shall not infringe the Intellectual Property Rights of a third party.

6.2 To the extent that Keytree makes any Recommendations, the Customer acknowledges that:

6.2.1 such Recommendations should not form the sole basis for any decision or action by the Customer;

6.2.2 such Recommendations relate to third parties’ products and/or services which are unconnected with Keytree, and accordingly Keytree has no control over such products and services;

6.2.3 it is the Customer’s responsibility to check with the relevant third party that the Solution is suitable for the Customer’s requirements;

6.2.4 if the Customer proceeds with the Solution, the Customer will be entering into a contract with the relevant third party for the Solution, and accordingly that the Customer must ensure that it provides for any rights and remedies which it requires in respect of the Solution in its contract with such third party; and

6.2.5 Keytree will not be liable for any issues associated with the Solution.

7. **Change Control Procedure**

7.1 Where either Party wishes to change or vary the Services being delivered under a Work Order, the Charges or any part of this Framework Agreement the Parties shall comply with the Change Control Procedure.

7.2 Any amendment to this Framework Agreement agreed by the Customer and Keytree in accordance with the Change Control Procedure shall be deemed to apply to all future Work Orders entered into after the date of such amendment.

8. **Charges**

8.1 The Customer shall pay the Charges in accordance with this Framework Agreement and the relevant Work Order, together with VAT at the applicable rate.

8.2 Keytree shall invoice the Customer in accordance with the invoice schedule set out in the relevant Work Order or where no invoice schedule is specified, each calendar month and, save where otherwise agreed in writing, payment shall be made without deduction, withholding or set off.

8.3 All invoices issued by Keytree in accordance with this Framework Agreement shall be due and payable by the Customer within 30 (thirty) days of the date of the invoice.

8.4 All payments shall be made by the Customer in pounds sterling by electronic transfer
to Keytree’s bank account as notified to the Customer by Keytree from time to time.

8.5 Without prejudice to any other right or remedy of Keytree, if the Customer fails to make any payment under this Framework Agreement or any Work Order by the due date for payment, then Keytree shall be entitled to charge the Customer, and the Customer shall pay Keytree on demand, interest on the unpaid amount at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 from the due date for payment until the payment is received in full by Keytree.

9. Intellectual Property Rights

9.1 All Intellectual Property Rights in the Customer Materials shall remain vested in the Customer and all Intellectual Property Rights in Keytree Materials and Developed Materials shall remain vested in Keytree and/or its licensors.

9.2 Keytree hereby grants a perpetual, royalty free, non-transferrable worldwide licence to the Customer to use the Developed Materials.

9.3 Keytree agrees to indemnify and keep indemnified the Customer against all damages, losses, costs and expenses (including reasonable legal fees) made against or incurred or suffered by the Customer resulting from any claim that the materials supplied by Keytree to the Customer in connection with the Services infringe the Intellectual Property Rights of a third party provided that the Customer:

9.3.1 gives notice to Keytree of any such claim of infringement as soon as becoming aware;

9.3.2 gives Keytree sole conduct and reasonable assistance (at the reasonable cost of Keytree) in connection with the defence of any such claim, and does not admit liability or attempt to settle or compromise such claim without the prior written agreement of Keytree; and

9.3.3 uses its reasonable endeavours to mitigate any damages, losses, costs and expenses resulting from such claim of infringement.

9.4 In the event of a claim of infringement of the Intellectual Property Rights of a third party, Keytree shall be entitled:

9.4.1 to procure the right for the Customer to continue using the Services or the infringing part thereof;

9.4.2 to make such modifications to the Services or relevant parts thereof so that the Services become non-infringing without incurring a material reduction in the quality or performance of the Services; or

9.4.3 to replace or re-perform the Services or relevant parts thereof with non-infringing substitutes provided that such substitutes do not entail a material reduction in the quality or performance of the Services.

9.5 The indemnity contained in Clause 9.3 shall not apply to any infringements caused by the modification by the Customer (or any third party on behalf of the Customer) of any materials supplied by Keytree, or the use of such materials by the Customer other than for the purposes set out in this Framework Agreement or the Work
10. Confidentiality

10.1 Subject to Clause 10.2, all Confidential Information disclosed or obtained as a result of this Framework Agreement or any Work Order shall be kept confidential by the Parties, and neither Party shall use or disclose the other Party’s Confidential Information for any purpose other than performing its obligations under the Framework Agreement or Work Order. Where such Confidential Information is disclosed by a Party to its employees, agents or contractors, it shall be subject to confidentiality obligations equivalent to those set out in this Framework Agreement. Each Party shall procure that all such employees, contractors and agents comply with such obligations.

10.2 The obligations of confidentiality in Clause 10.1 shall not extend to any disclosure of Confidential Information which either Party can show:

10.2.1 is necessary for the proper performance of its obligations under this Framework Agreement or the relevant Work Order;

10.2.2 has been carried out with the prior consent of the other Party;

10.2.3 is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Framework Agreement;

10.2.4 was in its records prior to the Contract Date (other than from the disclosing Party);

10.2.5 was independently disclosed to it by a third party entitled to disclose the same without any duty of confidentiality; or

10.2.6 is required to be disclosed under any applicable law, stock exchange requirement, or by order of a court or governmental body or authority of competent jurisdiction.

11. Limitation of Liability

11.1 Notwithstanding any provision to the contrary, nothing in this Framework Agreement or any Work Order shall limit or exclude either Party’s liability for: death; personal injury; fraud; fraudulent misrepresentation; and any liability which may not be lawfully limited or excluded.

11.2 Subject to Clause 11.4, Keytree shall not be liable in any circumstances under or in connection with this Framework Agreement for:

11.2.1 consequential, special, incidental or indirect losses; or

11.2.2 any of the following types of losses, whether direct, consequential, special, incidental or indirect: loss of profits; loss of revenue; economic loss; loss of business or contracts; loss of anticipated savings or goodwill; loss of data; or any losses arising from a claim by a third party for any of the foregoing types of loss;

in each case, whether arising under contract (including in relation to any deliberate
repudiatory and fundamental breaches), indemnity, statute, tort (including negligence), or otherwise.

11.3 Subject to Clauses 11.1, 11.2, 11.4 and 11.5, the aggregate liability of each Party for all claims arising under or in connection with this Framework Agreement which has not arisen in connection with a Work Order (whether arising under contract (including in relation to any deliberate repudiatory and fundamental breaches), indemnity, statute, tort (including negligence) or otherwise) shall be limited to the sum of £50,000 (fifty thousand pounds).

11.4 Subject to Clauses 11.1, 11.2, and 11.5, the aggregate liability of each Party for all claims arising under or in connection with a Work Order (whether arising under contract (including in relation to any deliberate repudiatory and fundamental breaches), indemnity, statute, tort (including negligence) or otherwise) shall be limited to the Charges paid and payable under such Work Order.

11.5 Nothing in this Clause 11 shall exclude or restrict the Customer’s obligation to pay the Charges.

11.6 The Customer acknowledges that the Charges have been calculated on the basis that Keytree will exclude and limit its liability as set out in this Framework Agreement.

12. Termination

12.1 Either Party may terminate this Framework Agreement immediately upon notice in writing to the other Party, if the other Party commits a breach of its obligations under this Framework Agreement (other than obligations arising under or in connection with a Work Order) and:

12.1.1 such breach is material and cannot be remedied; or

12.1.2 such breach is material and possible to remedy and that other Party fails to remedy such breach within thirty (30) days of having been required in writing to remedy such breach.

12.2 Either Party may terminate a Work Order immediately upon notice in writing to the other Party, if the other Party commits a breach of its obligations under the Work Order and:

12.2.1 such breach is material and cannot be remedied; or

12.2.2 such breach is material and possible to remedy and that other Party fails to remedy such breach within thirty (30) days of having been required in writing to remedy such breach.

12.3 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Framework Agreement and any Work Order immediately upon notice in writing to the other party (the “Defaulting Party”), if:

12.3.1 the Defaulting Party presents a petition or has a bona fide petition presented by a creditor for its winding up, convenes a meeting to pass a resolution for voluntary winding up, enters into any liquidation (other than for the purposes
of a bona fide reconstruction or amalgamation), calls a meeting of its creditors, has a receiver of all or any of its undertakings or assets appointed, or is deemed by virtue of the relevant statutory provisions under the applicable law to be unable to pay its debts;

12.3.2 the Defaulting Party suffers or undergoes any procedure analogous to any of those specified in Clause 12.3.1; or

12.3.3 the Defaulting Party suffers or undergoes any procedure available against or to an insolvent debtor or available to the creditors of such a debtor in the country in which the Defaulting Party is constituted, established or domiciled.

12.4 Keytree may terminate this Framework Agreement and any Work Order immediately upon notice in writing to the Customer, if any invoice remains unpaid for a period of 7 days following the due date for payment.

13. Consequences of Termination

13.1 The termination of this Framework Agreement shall be without prejudice to the rights and remedies of either Party which have accrued up to the date of termination.

13.2 The termination of this Framework Agreement in accordance with Clause 12.1 shall not have the effect of terminating any Work Order then in force, and any such Work Orders shall continue on the same terms until expiry or termination of such Work Order.

13.3 The termination of a Work Order in accordance with Clause 12.2 shall not have the effect of terminating this Framework Agreement or any other Work Order.

13.4 The provisions of Clauses 1, 8, 9, 10, 11, 12, 13, 14, 17 to 23 and 25 shall survive termination of this Framework Agreement, as shall all other provisions which are expressed to or intended to survive termination, and all such provisions shall accordingly continue in full force and effect.

13.5 Upon termination of this Framework Agreement, each Party shall within a reasonable period of time return to the other Party all of the other Party’s property (including Confidential Information) in its possession at the date of termination.

14. Non-Solicitation

14.1 Neither Party shall, for the duration of this Framework Agreement, and for a period of six (6) months after its termination, solicit or attempt to solicit services from any employee of the other Party who has been involved in the performance of any obligations under this Framework Agreement.

14.2 If either Party is in breach of Clause 14.1, it shall, if requested by the other Party, pay liquidated damages to the other Party of a sum equal to the gross salary of the employee in question for the twelve (12) month period prior to such breach (or if such employee has not been engaged for a period of at least 12 months prior to the breach, then the calculation shall be based on the period engaged prior to such breach together with the salary which would have been payable after such breach (had such breach not occurred), so that the period equates to 12 months). The Parties agree
that the liquidated damages described in this Claus 14.2 are a genuine pre-estimate of the loss that a Party will suffer as a result of such breach.

15. **Force Majeure**

15.1 If either Party (the “Affected Party”) is prevented from complying with its obligations due to Force Majeure, it shall not be in breach of this Framework Agreement or otherwise liable to the other Party (the “Unaffected Party”) by reason of any delay in performance or non-performance of any of its obligations due to such events.

15.2 If such Force Majeure persists for a continued period of three (3) months, then the Unaffected Party shall be entitled, whilst the Force Majeure persists, to terminate this Framework Agreement immediately upon notice to the Affected Party.

16. **Assignment and Sub-contracting**

16.1 Subject to Clause 16.2 neither Party may assign, delegate, sub-contract, transfer or otherwise dispose of any of its rights or responsibilities under this Framework Agreement or any Work Order without the prior written consent of the other.

16.2 Either Party may assign, delegate or sub-contract its rights or responsibilities under this Framework Agreement or any Work Order to any member of its Group, and Keytree may assign, delegate or sub-contract its rights or responsibilities to any of the Approved Sub-Contractors.

17. **Contracts (Rights of Third Parties) Act 1999**

17.1 The Parties do not intend any third party to have any benefit under this Framework Agreement or Work Order. The Parties therefore agree that no third party shall have the right to enforce any term of this Framework Agreement or any Work Order.

18. **Relationship**

18.1 Nothing in this Framework Agreement or any Work Order shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties.

19. **Variations**

19.1 No variation of this Framework Agreement or any Work Order shall be effective unless it is in writing and is signed by an authorised representative of each Party.

20. **Severability**

20.1 If at any time any part of this Framework Agreement or any Work Order becomes void or unenforceable under any applicable law, it shall be deemed to be deleted, and the remaining provisions shall continue unaffected.

21. **No Waiver**

21.1 No provision of the Framework Agreement or any Work Order shall be waived unless agreed to be waived by both Parties in writing (except where there is a prescribed
time limit in which to exercise a right or remedy, in which case the elapsing of the
time limit will constitute a waiver of the respective right or remedy). If any provision
is waived, then that waiver shall operate for that instance only and not future
instances, unless agreed otherwise by both Parties in writing.

22. Notices

22.1 Any notice required to be given under this Framework Agreement or any Work
Order shall be in writing and shall be delivered by hand or sent by pre-paid first-class
post or recorded delivery post to the other party at its address set out in this
Framework Agreement, or such other address as may have been notified by that
party for such purposes or sent by fax to the other party’s fax number as set out in
this Framework Agreement.

22.2 A notice delivered by hand shall be deemed to have been received when delivered
(or if delivery is not in business hours, at 9 am on the first Business Day following
delivery). A correctly addressed notice sent by pre-paid first-class post or recorded
delivery post shall be deemed to have been received at the time at which it would
have been delivered in the normal course of post. A notice sent by fax shall be
deemed to have been received at the time of transmission (as shown by the timed
printout obtained by the sender).

23. Entire Agreement

23.1 This Framework Agreement and all Work Orders contain the entire agreement
between the Parties with respect to the subject matter of this Framework Agreement
(the “Subject Matter”) and supersedes and replaces all other written and oral
communications between the Parties relating to the Subject Matter.

23.2 Except for the express provisions in this Framework Agreement and any Work Order,
all other warranties, conditions, terms, representations, statements, undertakings
and obligations whether express or implied by statute, common law, custom, usage
or otherwise are hereby excluded to the maximum extent permitted by law.

23.3 The Parties hereby confirm that they have not relied upon any representations,
communications or other matters which have not been expressly stated in this
Framework Agreement or a relevant Work Order, whether as an inducement to enter
into this Framework Agreement or the relevant Work Order or otherwise.

24. Counterparts

24.1 This Framework Agreement and any Work Order may be entered into by the
execution by both Parties of the relevant document, or by the execution by both
Parties of 2 identical copies (in which case, each copy will be deemed to be a
counterpart, and both documents taken together will be deemed to form one
contract).

25. Law and Jurisdiction

25.1 This Framework Agreement and any Work Order, and any dispute or claim arising in
connection with them, shall be governed by the laws of England and shall be subject
to the exclusive jurisdiction of the English Courts to which the Parties irrevocably submit.
In witness of the above the Parties have signed this Framework Agreement on the date written at the head of this Framework Agreement.

Signed by )
) ) ) ..............................
on behalf of ) Authorised Signatory
Keytree Limited )

Signed by )
) ) ) ..............................
on behalf of ) Authorised Signatory
)
SCHEDULE 1 - WORK ORDER TEMPLATE


BETWEEN:

(1) KEYTREE LIMITED (Registered in England No 05744007) whose registered office is at 2nd Floor, 114 St Martins Lane, London WC2N 4BE (“Keytree”); and

(2) [Registered in [COMPLETE] No [COMPLETE] ] whose registered office is at [COMPLETE] (“the customer”)

IT IS AGREED AS FOLLOWS:

1. Interpretation

1.1 This Work Order is agreed between the Parties in accordance with and is subject to the provisions of the Framework Agreement, and the Parties have agreed that all provisions of the Framework Agreement are incorporated into and apply to this Work Order.

1.2 Unless otherwise specified herein, words and expressions in this Work Order shall have the meanings ascribed to them in the Agreement.

2. Key Terms

| Commencement Date | [] |
| Duration | The provision of Services under this Work Order shall commence on the Commencement Date above and unless terminated earlier in accordance with the terms of the Framework Agreement until the Services have been completed in accordance with this Work Order. |
| Services | • [] |
| Keytree Deliverables | • [] |
| Customer Deliverables and obligations | [] |
| Price and Payment | [] |
| Customer Materials | [] |
| Timetable | [] |
| Approved Sub-contractors | [] |
Special Terms

Signed by
)
)
)
) ...........................................
on behalf of
) Authorised Signatory
Keytree Limited
) 

Signed by
)
)
)
) ...........................................
on behalf of
) Authorised Signatory
) 
SCHEDULE 2 - CHANGE CONTROL PROCEDURE

- If either Party wishes to change any aspect of this Framework Agreement or any Work Order, then that Party (the “Requesting Party”) will submit details of such changes to the other Party (the “Recipient”).

- The Recipient will consider such changes, and within 7 days or such other period as agreed between the Parties, the Recipient will notify the Requesting Party whether it intends to accept or reject all or any of the changes.

- If the Recipient is willing to accept any or all of the changes:
  - the Recipient will at the time of expressing its intention to accept any or all of the changes, provide the Requesting Party with written details of the consequences of accepting such changes, including changes to the Charges; and
  - if the Requesting Party finds such consequences acceptable, the Parties will within 7 days, or such other period as agreed between the Parties, document the agreed changes and consequences in writing, and upon signature of such document by authorised representatives of both Parties, the Framework Agreement and/or Work Order will be amended in accordance with the provisions of that document.

- If the Recipient is unwilling to accept any or all of the changes:
  - the Recipient will at the time of expressing its intention to reject any or all of the changes, provide the Requesting Party with its written reasons as to why it is unwilling to accept such changes; and
  - the Framework Agreement and Work Order will in such circumstances continue in force unamended.
SCHEDULE 3 - SUPPLIER DATA PROCESSING AGREEMENT TEMPLATE

This Data Protection Agreement ("Agreement"), dated ______________ ("Agreement Effective Date") forms part of the _____________________ ("Principal Agreement") between:

[Company name] (hereinafter referred as the "Controller") acting on its own behalf;
and
Keytree Limited (hereinafter referred as the “Processor”) acting on its own behalf.

The terms used in this Agreement shall have the meanings set forth in this Addendum.
Terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.
The parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Principal Agreement.

1. Definitions
In this Agreement, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:
"Authorised Sub-processors" means (a) those Sub-processors set out in Annex 3 (Authorised Sub-processors); and (b) any additional Sub-processors consented to in writing by Controller in accordance with Sub-processing section.
"Sub-processor" means any Data Processor (including any third party) appointed by the Processor to process Controller Personal Data on behalf of the Controller.
"Process/Processing/Processed", "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Special Categories of Personal Data" and any further definition not included under this Agreement or the Principal Agreement shall have the same meaning as in EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR").
"Erasure" means the removal or destruction of Personal Data such that it cannot be recovered or reconstructed.
"EEA" means the European Economic Area.
"Third country" means any country outside EU/EEA, except where that country is the subject of a valid adequacy decision by the European Commission on the protection of Personal Data in Third Countries.
"Controller Personal Data" means the data described in Annex 1 and any other Personal Data processed by Processor on behalf of the Controller pursuant to or in connection with the Principal Agreement.
"Personal Data Breach" means a breach of leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Controller Personal Data transmitted, stored or otherwise processed.
"Services" means the services to be supplied by the Processor to the Controller pursuant to the Principal Agreement.
“Products” means the products to be supplied by the Processor to the Controller pursuant to the Principal Agreement.

“Standard Contractual Clauses” means the standard contractual clauses for the transfer of personal data to Processors established in third countries, as approved by the European Commission Decision 2010/87/EU, or any set of clauses approved by the European Commission which amends, replaces or supersedes these.

2. Data Processing Terms
2.1 In the course of providing the Services and/or Products to the Controller pursuant to the Principal Agreement, the Processor may process Controller personal data on behalf of the Controller as per the terms of this Addendum. The Processor agrees to comply with the following provisions with respect to any Controller personal data.

2.2 To the extent required by applicable Data Protection Laws, the Processor shall obtain and maintain all necessary licenses, authorizations and permits necessary to process personal data including personal data mentioned in Annex 1.

The Processor shall maintain all the technical and organizational measures to comply with the requirements set forth in the Addendum and its Annexes.

3. Processing of Controller Personal Data
3.1 The Processor shall only process Controller Personal Data for the purposes of the Principal Agreement. The Processor shall not process, transfer, modify, amend or alter the Controller Personal Data or disclose or permit the disclosure of the Controller personal data to any third party other than in accordance with Controller’s documented instructions, unless processing is required by EU or Member State law to which Processor is subject. The Processor shall, to the extent permitted by such law, inform the Controller of that legal requirement before processing the Personal Data and comply with the Controller’s instructions to minimize, as much as possible, the scope of the disclosure.

3.2 For the purposes set out in section above, the Controller hereby instructs the Processor to transfer Controller Personal Data to the recipients in the Third Countries listed in Annex 3 (Authorised Transfers of Controller Personal Data), always provided that Processor shall comply with section Sub-P to Reference source not found.

4. Reliability and Non–Disclosure
4.1 The Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the Controller personal data, ensuring in each case that access is strictly limited to those individuals who require access to the relevant Controller Personal Data.

4.2 The Processor must ensure that all individuals which have a duty to process controller personal data:

4.2.1 Are informed of the confidential nature of the Controller Personal Data and are aware of Processor's obligations under this Addendum and the Principal Agreement in relation to the Controller Personal Data;

4.2.2 Have undertaken appropriate training/certifications in relation to the Data Protection Laws;

4.2.3 Are subject to confidentiality undertakings or professional or statutory obligations of confidentiality; and
4.2.4 Are subject to user authentication and logon processes when accessing the Controller Personal Data in accordance with this Agreement, the Principal Agreement and the applicable Data Protection Laws.

5. Personal Data Security
5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Processor shall implement appropriate technical and organizational measures (Annex 2) to ensure a level of Controller Personal Data security appropriate to the risk, including but not limited to:

5.1.1. Encryption;
5.1.2. The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
5.1.3. The ability to restore the availability and access to Controller Personal Data in a timely manner in the event of a physical or technical incident; and
5.1.4. A process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing.

5.2. In assessing the appropriate level of security, the Processor shall take into account the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Controller Personal Data transmitted, stored or otherwise processed.

6. Sub-Processing
6.1. As of the Addendum Effective Date, the Controller hereby authorises the Processor to engage those Sub-Processors set out in Annex 3 (Authorised Sub-Processors). The Processor shall not engage any additional Data Sub-Processors to Process Controller Personal Data other than having given the Controller prior written notification.

6.2. With respect to each Sub-processor, the Processor shall:
6.2.1. Provide the Controller with full details of the Processing to be undertaken by each Sub-processor.
6.2.2. Carry out adequate due diligence on each Sub-Processor to ensure that it can provide the level of protection for Controller Personal Data, including without limitation, sufficient guarantees to implement appropriate technical and organisational measures in such a manner that Processing will meet the requirements of GDPR, this Agreement, the Principal Agreement and the applicable Data Protection Laws.

6.2.3. Upon request, the Processor shall provide a copy of its agreements with Sub-Processors to Controller for its review.

6.2.4. Insofar as that contract involves the transfer of Controller Personal Data outside of the EEA, incorporate the Standard Contractual Clauses, Privacy Shield, or such other mechanism as directed by the Controller into the contract between the Processor and each Sub-Processor to ensure the adequate protection of the transferred Controller Personal Data.

6.2.5. Remain fully liable to the Controller for any failure by each Sub-Processor to fulfil its obligations in relation to the Processing of any Controller Personal Data.

6.3. As of the Addendum Effective Date, the Controller hereby authorises the Processor to engage those Sub-processors set out in Annex 3 (Authorised Sub-Processors).

7. Data Subject Rights
7.1. Taking into account the nature of the Processing, the Processor shall assist the Controller by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller’s obligation to respond to requests for exercising Data Subject rights as laid down in EU GDPR.

7.2. The Processor shall promptly notify the Controller if it receives a request from a Data Subject, the Supervisory Authority and/or other competent authority under any applicable Data Protection Laws with respect to Controller Personal Data.

7.3. The Processor shall cooperate as requested by the Controller to enable the Controller to comply with any exercise of rights by a Data Subject under any Data Protection Laws with respect to Controller Personal Data and comply with any assessment, enquiry, notice or investigation under any Data Protection Laws with respect to Controller Personal Data or this Agreement, which shall include:

7.3.1 The provision of all data requested by the Controller within any reasonable timescale specified by the Controller in each case, including full details and copies of the complaint, communication or request and any Controller Personal Data it holds in relation to a Data Subject.

7.3.2 Where applicable, providing such assistance as is reasonably requested by the Controller to enable the Controller to comply with the relevant request within the timescales prescribed by the Data Protection Laws.

8. **Personal Data Breach**

8.1. The Processor shall notify the Controller without undue delay and, in any case, within twenty-four (24) hours upon becoming aware of or reasonably suspecting a Personal Data Breach. The Processor will provide the Controller with sufficient information to allow the Controller to meet any obligations to report a Personal Data Breach under the Data Protection Laws. Such notification shall as a minimum:

8.1.1. Describe the nature of the Personal Data Breach, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned;

8.1.2. Communicate the name and contact details of the Processor’s Data Protection Officer, Privacy Officer or other relevant contact from whom more information may be obtained;

8.1.3. Describe the estimated risk and the likely consequences of the Personal Data Breach; and

8.1.4. Describe the measures taken or proposed to be taken to address the Personal Data Breach.

8.2. The Processor shall co-operate with the Controller and take such reasonable commercial steps as are directed by the Controller to assist in the investigation, mitigation and remediation of each Personal Data Breach.

8.3. In the event of a Personal Data Breach, the Processor shall not inform any third party without first obtaining the Controller’s prior written consent, unless notification is required by EU or Member State law to which the Processor is subject, in which case the Processor shall, to the extent permitted by such law, inform the Controller of that legal requirement, provide a copy of the proposed notification and consider any comments made by the Controller before notifying the Personal Data Breach.

9. **Data Protection Impact Assessment and Prior Consultation**

The Processor shall provide reasonable assistance to the Controller with any data protection impact assessments which are required under Article 35 of GDPR and with any prior consultations to any supervisory authority of the Controller which are required under Article
36 of GDPR, in each case solely in relation to Processing of Controller Personal Data by the Processor on behalf of the Controller and considering the nature of the processing and information available to the Processor.

10. Erasure or return of Controller Personal Data
10.1. Processor shall promptly and, in any event, within 90 (ninety) calendar days of the earlier of: (i) cessation of Processing of Controller Personal Data by Processor; or (ii) termination of the Principal Agreement, at the choice of Controller (such choice to be notified to Processor in writing):

10.1.1. Securely wipe all copies of Controller Personal Data Processed by Processor or any Authorised Sub-processor, and in each case, provide a written certification to the Controller that it has complied fully with the requirements of section Erasure. Unless the Controller requests data is maintained for a longer period.

10.2. Processor may retain Controller Personal Data to the extent required by Union or Member State law, and only to the extent and for such period as required by Union or Member State law, and always provided that Processor shall ensure the confidentiality of all such Controller Personal Data and shall ensure that such Controller Personal Data is only Processed as necessary for the purpose(s) specified in the Union or Member State law requiring its storage and for no other purpose.

11. Audit rights
Processor shall make available to the Controller, upon request, all information necessary to demonstrate compliance with this Addendum and allow for, and contribute to audits. The Processor shall permit the Controller or another auditor mandated by the Controller to inspect, audit and copy any relevant records, processes and systems in order that the Controller may satisfy itself that the provisions of this Addendum are being complied with. The Processor shall provide full cooperation to the Controller with respect to any such audit and shall, at the request of the Controller, provide the Controller with evidence of compliance with its obligations under this Addendum. Processor shall immediately inform the Controller if, in its opinion, an instruction pursuant to this section Error! Reference source not found. (Audit Rights) infringes the GDPR or other EU or Member State data protection provisions.

12. International Transfers of Controller Personal Data
12.1. Processor shall not process Controller Personal Data nor permit any Authorised Sub-processor to process the Controller Personal Data in a Third Country, other than with respect to those recipients in Third Countries (if any) listed in Annex 3 (Authorised Sub-Processors), unless authorized in writing by Controller in advance, via an amendment to this Addendum.

12.2. When requested by Controller, Processor shall promptly enter into (or procure that any relevant Sub-processor of Processor enters into) an agreement with Controller including Standard Contractual Clauses, Privacy Shield and/or such variation as Data Protection Laws might require, in respect of any processing of Controller Personal Data in a Third Country, which terms shall take precedence over those in this Addendum.

13. Codes of Conduct and Certification
At the request of the Controller, the Processor shall comply with any Code of Conduct approved pursuant to Article 40 of GDPR and obtain any certification approved by Article 42 of EU GDPR, to the extent that they relate to the processing of Controller Personal Data.
14. General Terms

14.1. Subject to this section, the parties agree that this Agreement and the Standard Contractual Clauses shall terminate automatically upon termination of the Principal Agreement or expiry or termination of all service contracts entered into by the Processor with the Controller, pursuant to the Principal Agreement, whichever is later.

14.2. Any obligation imposed on the Processor under this Addendum in relation to the Processing of Personal Data shall survive any termination or expiration of this Addendum.

14.3. This Addendum, excluding the Standard Contractual Clauses, shall be governed by the governing law of the Principal Agreement for so long as that governing law is the law of a Member State of the European Union.

14.4. Any breach of this Addendum shall constitute a material breach of the Principal Agreement.

14.5. With regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including but not limited to the Principal Agreement, the provisions of this Addendum shall prevail with regard to the parties’ data protection obligations for Personal Data of a Data Subject from a Member State of the European Union.

14.6. Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties’ intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

IN WITNESS WHEREOF, this Addendum is entered into and becomes a binding part of the Principal Agreement with effect from the Addendum Effective Date first set out above.

__________________________ (“Controller”)  ________________ (“Processor”)

Signature _____________________________  Signature _____________________________

____________________________________   ______________________________________
Name                                      Name

____________________________________   ______________________________________
Title                                     Title

____________________________________   ______________________________________
Date Signed                               Date Signed
ANNEX 1: DETAILS OF PROCESSING OF CONTROLLER PERSONAL DATA
This Annex 1 includes certain details of the Processing of Controller Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of Controller Personal Data
The subject matter and duration of the Processing of the Controller Personal Data are set out in the Principal Agreement and this Addendum.

The nature and purpose of the Processing of Controller Personal Data
[List here].

The types of Controller Personal Data to be Processed
- [List here ]
- [List here]

The categories of Data Subject to whom the Controller Personal Data relates
- [List here]
ANNEX 2: TECHNICAL AND ORGANISATIONAL MEASURES

1. Organizational security measures

1.1. Security Management

a. Security policy and procedures: Processor must document a security policy with regard to the processing of personal data.

b. Roles and responsibilities:
   i. Roles and responsibilities related to the processing of personal data is clearly defined and allocated in accordance with the security policy.
   ii. During internal re-organizations or terminations and change of employment, revocation of rights and responsibilities with respective hand-over procedures is clearly defined.

c. Access Control Policy: Specific access control rights are allocated to each role involved in the processing of personal data, following the need-to-know principle.

d. Resource/asset management: Processor has a register of the IT resources used for the processing of personal data. A specific person is assigned the task of maintaining and updating the register (e.g. IT officer).

e. Change management: Processor makes sure that all changes to the IT system are registered and monitored by a specific person (e.g. IT or security officer). Regular monitoring of this process takes place.

1.2. Incident response and business continuity

a. Incidents handling / Personal data breaches:
   i. An incident response plan with detailed procedures is defined to ensure effective and orderly response to incidents pertaining personal data.
   ii. Processor will report without undue delay to Controller any security incident that has resulted in a loss, misuse or unauthorized acquisition of any personal data.

b. Business continuity: Processor establishes the main procedures and controls to be followed in order to ensure the required level of continuity and availability of the IT system processing personal data (in the event of an incident/personal data breach).

1.3. Human resources

a. Confidentiality of personnel: Processor ensures that all employees understand their responsibilities and obligations related to the processing of personal data. Roles and responsibilities are clearly communicated during the pre-employment and/or induction process.

b. Training: Processor ensures that all employees are adequately informed about the security controls of the IT system that relate to their everyday work. Employees involved in the processing of personal data are also properly informed about relevant data protection requirements and legal obligations through regular awareness campaigns.

2. Technical security measures

2.1. Access control and authentication

a. An access control system applicable to all users accessing the IT system is implemented. The system allows creating, approving, reviewing and deleting user accounts.

b. The use of common user accounts is avoided. In cases where this is necessary, it is ensured that all users of the common account have the same roles and responsibilities.

c. When granting access or assigning user roles, the “principle of least privilege” shall be observed in order to limit the number of users having access to personal
data only to those who require it for achieving the Processor’s processing purposes.

d. Where authentication mechanisms are based on passwords, Processor requires the password to be at least eight characters long and conform to very strong password control parameters including length, character complexity, and non-repeatability.

e. The authentication credentials (such as user ID and password) shall never be transmitted unprotected over the network.

2.2. **Logging and monitoring:** Log files are activated for each system/application used for the processing of personal data. They include all types of access to data (view, modification, deletion).

2.3. **Security of data at rest**
   a. **Server/Database security**
      i. Database and applications servers are configured to run using a separate account, with minimum privileges to function correctly.
      ii. Database and applications servers only process the personal data that are actually needed to process in order to achieve its processing purposes.

b. **Workstation security:**
   i. Anti-virus applications and detection signatures is configured on a regular basis.
   ii. The Processor maintains a clear desk / clear screen policy.

2.4. **Network/Communication security:**
   a. Whenever access is performed through the Internet, communication is encrypted through cryptographic protocols.
   b. Traffic to and from the IT system is monitored and controlled through Firewalls and Intrusion Detection Systems.

2.5. **Back-ups:**
   a. Backup and data restore procedures are defined, documented and clearly linked to roles and responsibilities.
   b. Backups are given an appropriate level of physical and environmental protection consistent with the standards applied on the originating data.
   c. Execution of backups is monitored to ensure completeness.

2.6. **Mobile/Portable devices:**
   a. Mobile and portable device management procedures are defined and documented establishing clear rules for their proper use.

2.7. **Application lifecycle security:** During the development lifecycle a secure development policy is followed.

2.8. **Physical security:** The physical perimeter of the IT system infrastructure is not accessible by non-authorized personnel. Appropriate technical measures and organizational measures shall be set in place to protect security areas and their access points against entry by unauthorized persons.
ANNEX 3: AUTHORISED SUB-PROCESSORS

List of Approved Sub-processors as at the Addendum Effective Date to be included here. Please include (i) full legal name; (ii) processing activity; (iii) location of service centre(s).

<table>
<thead>
<tr>
<th>No.</th>
<th>Authorizes sub-processor (full legal name)</th>
<th>Processing activity</th>
<th>Location of service centre(s).</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Amazon Web Services Inc</td>
<td>Cloud Infrastructure</td>
<td>Germany (primary)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>The Netherlands (secondary)</td>
</tr>
</tbody>
</table>