

(1) **TUGELA PEOPLE LIMITED**

(2) [REDACTED]

SERVICES AGREEMENT

THIS AGREEMENT is dated

BETWEEN:

- (1) **Tugela People Limited** a company incorporated in England and Wales (registered number 07035669) whose registered office is at Studio I 285-289 / Watling Studio 2C, Witan Studios, Witan Gate, Central Milton Keynes, MK9 1EH , United Kingdom (the "**Service Provider**"); and
- (2) [REDACTED], a company incorporated in England and Wales (registered number [REDACTED]) whose registered office is at [REDACTED] (the "**Company**").

BACKGROUND:

- (A) The Service Provider carries on business as a HR consultancy and provider of associated services and has considerable skill, knowledge and experience in that field.
- (B) The Company wishes to engage the Service Provider to provide the Services (as hereinafter defined) in accordance with the terms of this Agreement.

IT IS HEREBY AGREED that:

1. **DEFINITIONS**

- 1.1 In this Agreement, the following definitions shall apply, unless the context otherwise requires:

“**Act**” means the Companies Act 2006;

“**Applicable Laws**” means any relevant:

- (a) statute, enactment, regulation, byelaw, ordinance and/or subordinate legislation;
- (b) judgment, order or decree of a relevant court of law;
- (c) common law or law of equity;
- (d) industry code, policy, guidance or standard in each case enforceable by law; or
- (e) directive, order, direction or requirement of any Regulatory Body

which is applicable to either of the parties or in relation to which they are subject (including in relation to the provision of the Services);

“**Associated Company**” means any group company or company that is a subsidiary company of either party from time to time and 'subsidiary' shall have the meaning set out in Section 1159 of the Act (and for the purposes of the membership requirement in s1159(1)(b) and s1159(1)(c) a company shall be treated as a member of another company even if its shares in that other company are registered (i) in the name of its nominee, or (ii) in the name of a person (or the nominee of that person) who is holding the shares as security);

“Business Day” means Monday to Friday 9am to 5pm excluding bank and public holidays;

“Commencement Date” means [];

“Compliance Laws” means the Bribery Act 2010 and the Modern Slavery Act 2015;

“Fee” means the amount charged by the Service Provider to the Company for the provision of the Services as set out in Schedule 1;

"Group" means the Company and/or any Associated Company;

“Initial Term” means the period of twelve (12) months from the Commencement Date;

"Losses" means any and all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three (3) of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;

"Services" means the services to be provided by the Service Provider to the Company in accordance with this Agreement as set out in Schedule 1;

“VAT” means value added tax.

- 1.2 Clause and Schedule headings shall not affect the interpretation of this Agreement.
- 1.3 References to clauses, Schedules and Appendices are to clauses, Schedules and Appendices to this Agreement and references to paragraphs and Parts are to paragraphs and Parts of the relevant Schedule or Appendix.
- 1.4 The Schedules and Appendices form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules and Appendices.
- 1.5 A reference to “this Agreement” or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied, superseded or novated (in each case, other than in breach of the provisions of this Agreement or the provisions of the agreement or document in question, as appropriate) from time to time.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural, shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A "person" includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 1.9 A reference to a “party” means an original party to this Agreement together with, in each case, their respective personal representatives, successors and permitted assigns.

- 1.10 A reference to a “company” shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.11 A reference to a “holding company” or a “subsidiary” means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Act.
- 1.12 A reference to "writing" or "written" includes faxes and other electronic form.
- 1.13 Any words following the terms "including", " include", " in particular" or "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 Where the context permits, “other” and “otherwise” are illustrative and shall not limit the sense of the words preceding them.
- 1.15 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment made after the date of this Agreement shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.
- 1.16 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.17 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.18 Unless otherwise provided in this Agreement all, covenants, undertakings, warranties and other obligations given or entered into by more than one party in this Agreement are given or entered into severally.

2. SERVICES AND SERVICE PROVIDER WARRANTIES

- 2.1 The Company hereby engages the Service Provider to provide the Services and the Service Provider agrees to provide them in accordance with the terms of this Agreement.
- 2.2 The Service Provider shall:
 - 2.2.1 commence provision of the Services from the Commencement Date;
 - 2.2.2 use reasonable care, skill and diligence in the provision of the Services in order to achieve the intended purpose of the provisions of this Agreement;
 - 2.2.3 comply at all times with any Applicable Laws and the Compliance Laws;
 - 2.2.4 use reasonable endeavours to ensure the safety and security of any equipment provided or made available by the Company to the Service Provider in relation to the provision of the Services by the Service Provider and, subject to fair wear and tear, the Service Provider shall return any equipment belonging to or made available by the Company to the Service Provider in substantially the same condition as that in which it was provided by the Company;

2.2.5 provide the Services in a timely manner and use its reasonable endeavours to meet any agreed milestones as set out in Schedule1.

2.3 The Service Provider warrants that:

2.3.1 each of its employees, consultants and sub-contractors engaged in the performance of the Services shall have the proper knowledge, skill, training, expertise and experience to be able to perform the Services in a competent and professional manner;

2.3.2 the Services shall be performed in accordance with this Agreement and to the reasonable satisfaction of the Company;

2.3.3 the Services shall be free from any material defect or deficiency;

2.3.4 it shall ensure that, during the continuation of this Agreement, each of the employees, consultants and sub-contractors engaged by the Service Provider in relation to the provision of the Services shall have and maintain during the continuation of this Agreement such qualification, licences and/or authorisations as may be required for the proper provision of the Services; and

2.3.5 it shall comply with any and all laws, rules and regulations required for the provision of the Services and the terms of this Agreement.

3. **COMPANY'S OBLIGATIONS**

3.1 The Company hereby agrees that it shall:

3.1.1 co-operate with the Service Provider in respect of all matters in relation to the provision of the Services;

3.1.2 be responsible for the safety and security of any of the Service Provider's officers, employees, subcontractors, agents or consultants whilst on or about the Company's premises in relation to the provision of the Services;

3.1.3 inform the Service Provider of any and all relevant health and safety rules, policies or regulations which are in force or apply to the Company's premises and which relate to the provision of the Services;

3.1.4 obtain, secure and maintain in place any and all necessary licences, approvals, authorisations and/or consents in order to comply with any relevant legislation, rules and/or regulations that may relate to the provision of the Services.

3.1.5 provide one (1) Salesforce Administrator licence to the Service Provider to support the Company in the delivery of the services stated in this Agreement. The cost of this licence is the sole responsibility of the Company. Should the Agreement be terminated the Company reserves the right to remove access for the Service Provider on the contract Termination date.

FEE AND EXPENSES

3.1 The Company will pay the Service Provider the Fee. At the end of each calendar month the Service Provider will deliver to the Company an invoice showing the Fee payable for that month. Each invoice will contain full details of the Services provided

during the period to which the invoice relates and the associated Fee. The Service Provider is registered for VAT. Any VAT due shall be shown separately on the Service Provider's invoices. The Fee shall be payable by the Company thirty (30) days after the date of such invoice. Time shall be of the essence in relation to the provisions of this clause 4.1.

- 4.2 In the event of a genuine dispute between the Service provider and the Company in relation to any invoice provided by the Service Provider in accordance with clause 4.1 above, the Company shall pay the undisputed amount in accordance with clause 4.1 above and the provisions of clause 15 below shall apply to the disputed amount.
- 4.3 The Company shall pay any and all reasonable and appropriate hotel, travelling, entertainment and other out of pocket expenses wholly and properly incurred by the Service Provider in the provision of the Services subject to the Company's prior written approval. All claims for reimbursement should be itemised in an appropriate invoice and should be accompanied by evidence of payment or expenditure.
- 4.4 The Service Provider reserves the right to charge interest at the rate of four percent (4%) over the base rate of Bank of England in force from time to time, or such higher rate as is allowed by statute, along with any compensation which legislation may allow to be charged, on all sums outstanding in excess of the timescales set out in clause 4.1 above.
- 4.5 The Service Provider reserves the right to suspend and/or terminate provision of the Services should any Fee remain outstanding beyond the timescales set out in clause 4.1 above. The Service Provider will notify the Company if it decides to suspend and/or terminate the provision of the Services in these circumstances. In the event that the Service Provider terminates the Services for any reason, any and all Fees incurred up to the date of termination and remaining unbilled, will then be invoiced by the Service provider to the Company and shall be payable immediately.

4. **DURATION**

- 5.1 The Service Provider shall begin the provision of the Services from the Commencement Date for the Initial Term and, unless this Agreement is terminated in accordance with clause 10 below, the provision of the Services will continue and this Agreement shall renew automatically for successive periods of twelve (12) months ("Subsequent Term") unless terminated by either party giving the other not less than ninety (90) days' written notice, such notice to expire at the end of the Initial Term or any Subsequent Term only.
- 5.2 In the event that the Company wishes to terminate this Agreement early, then the Company shall pay to the Service Provider the balance of any Fees due for the unexpired Initial Term or Subsequent Term as set out in clause 4 above. For the avoidance of doubt, no Fees shall be payable for any unexpired part of the Initial term or any Subsequent term in the event of termination of this Agreement as a result of a material breach of its terms by the Service Provider.

5. **LIMITATION OF LIABILITY**

6.1 Except as set out in this Agreement, any and all warranties, representations, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

6.2 Nothing in this Agreement shall exclude or limit in any way whatsoever, either party's liability, or that of its employees, consultants, agents or sub-contractors for:

6.2.1 death or personal injury caused by the Service Provider's negligence or that of its employees, consultants, agents or sub-contractors; or

6.2.2 fraud or fraudulent misrepresentation.

6.3 The Service Provider shall not be liable to the Company whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any Losses howsoever arising.

6.4 The Company hereby indemnifies the Service Provider against any and all liabilities and Losses suffered or incurred by the Service Provider and arising out of or in connection with:

6.4.1 the Company's failure to provide the Company's Obligations set out in clause 3 above; and/or

6.4.2 use of the Services other than in accordance with the terms of this Agreement.

6.5 The Service Provider's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement will be limited to the Fee received by the Service Provider from the Company during the preceding twelve (12) month period.

6.6 The Service Provider indemnifies the Company against any and all Losses suffered by the Company arising from a breach by the Service Provider of the provisions of clause 2.2.3 above.

6. **INSURANCE**

The Service Provider shall take out and maintain during the continuation of this Agreement such insurance cover as is appropriate for the provision of the Services including, but not limited to, professional indemnity insurance. Such insurance shall be with a suitable insurance provider and details of the cover shall be provided by the Service Provider to the Company upon reasonable written request.

7. **CONFIDENTIALITY AND DOCUMENTS**

8.1 Each party agrees and undertakes that during the term of this Agreement and thereafter it will keep confidential and will not use for its own purposes nor without the prior written consent of the other party disclose to any third party all information of a confidential nature (including trade secrets and information of commercial value) which may become known to that party from the other party ("Confidential Information") unless the information is public knowledge or already known to that party at the time of disclosure or subsequently becomes public knowledge other than

by breach of this Agreement or subsequently comes lawfully into the possession of that party from a third party.

- 8.2 To the extent necessary to implement the provisions of this Agreement each party may disclose the confidential information to those of its employees, sub-contractors and/or agents as may be reasonably necessary or desirable provided that before any such disclosure each party shall make those employees, sub-contractors and/or agents aware of its obligations of confidentiality under this Agreement and shall at all times procure compliance by those employees, sub-contractors and/or agents with them.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 The parties agree and acknowledge that certain materials will be produced by the Service Provider in the course of providing the Services. It is agreed that:

9.1.1 any and all intellectual property rights (including, but not limited to, trademarks, copyrights, patents and design rights) and all other rights of whatever nature, whether now known or in the future created, arising strictly from the provision of the Services to the Company by the Service Provider (the "**IP Rights**") will be owned by the Company;

9.1.2 the Service Provider will disclose to the Company full details of any and relevant all documents and materials recording or relating to the IP Rights (the "**Materials**"), as soon as possible following their creation;

9.1.3 the Service Provider hereby assigns, with full title guarantee free of any encumbrance, all the IP Rights to the Company;

9.1.4 the Service Provider will execute all such documents, provide such assistance and do all other acts or things as may reasonably be required by the Company to enable the Company, or its nominee, to enjoy the full benefit of Clauses 9.1.1 to 9.1.3;

9.1.5 the Service Provider irrevocably waives all moral rights which it might otherwise have or be deemed to have under Chapter IV Copyright Designs and Patents Act 1988 or any similar legislation anywhere in the world; and

9.1.6 immediately upon the termination of this Agreement, or earlier at the Company's request, the Service Provider will deliver up to the Company all of the Materials which are in the Service Provider's sole possession, custody or power.

- 9.2 The Service Provider represents and warrants that:

9.2.1 but for the provisions of this clause 9, the Service Provider would be the sole legal and beneficial owner of the IP Rights;

9.2.2 the Service Provider has not granted or assigned, and will not grant or assign, any rights in or to the IP Rights in the Materials to any third party; and

9.2.3 the use or possession by the Company of the Materials will not infringe any third-party rights.

- 9.3 The Service Provider indemnifies the Company against any and all Losses suffered by the Company arising from a breach by the Service Provider of the provisions of clause 9.2.3 above.

10 TERMINATION

- 10.1 Either party may, by written notice to the other, terminate this Agreement with immediate effect, if:
- 10.1.1 the other party fails to pay any amount on the date due in accordance with this Agreement and such payment remains unpaid for a period of fourteen (14) days; or
 - 10.1.2 the other party commits a remediable material breach of this Agreement and fails to remedy such breach within twenty-one (21) days of receiving notice thereof from the innocent party; or
 - 10.1.3 the other party suspends, or threatens to suspend, payment of its debts as they fall due or admits its inability to pay its debts or is unable to do so in accordance with section 123 of the Insolvency Act 1986; or
 - 10.1.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors, other than for the sole purpose of a scheme of solvent amalgamation or restructuring; or
 - 10.1.5 a petition is filed, a notice is given, a resolution is passed or an order is made for or in connection with the winding up of the other party other than for the sole purpose of a scheme of solvent amalgamation with one or more other companies or a solvent restructuring; or
 - 10.1.6 an application is made to a court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or
 - 10.1.7 the holder of a floating charge over the assets of the other party has become entitled to appoint or has appointed an administrative receiver; or
 - 10.1.8 a person becomes entitled to appoint a receiver over the assets of the other party; or
 - 10.1.9 a creditor or encumbrancer of the other party attaches or takes possession of, or distress, execution, sequestration or other such process is levied or enforced on or used against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days; or
 - 10.1.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject which has an effect equivalent or similar to any of the events mentions in clause 10.1.3 to 10.1.9 inclusive above; or
 - 10.1.11 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business and the first party believes, in its reasonable opinion, that the other party is unlikely to be able to pay any amounts payable by the other party to the first party; or

10.1.12 there is a change of control of the Company other than as a result of a solvent restructuring.

10.2 Without prejudice to the provisions of this clause 10, the Service Provider may terminate this Agreement at any time by giving thirty (30) days' written notice to the Company.

10.3 Upon termination of this Agreement for any reason any and all accrued rights of the Service Provider shall continue and be exercisable by the Service Provider.

11 COMPLIANCE WITH COMPANY POLICIES

The Service Provider agrees, when performing the Services at the Company's premises, to comply with the Company's health and safety policy and any other relevant policies as notified in writing by the Company to the Service Provider in writing from time to time only as may be applicable to the performance of the Services on the Company's premises.

12 DATA PROTECTION

All personal data shall be processed under this Agreement in accordance with the provisions of Appendix A.

13 FORCE MAJEURE

13.1 In this Agreement, an "Event of Force Majeure" shall mean any cause, event or contingency beyond the Service Provider's reasonable control including, but not limited to, acts of God, outbreaks of hostilities, riots, civil disturbances, fire, explosion, flood or severe weather, power failure, failure of telecommunications lines (including IT/data links), theft and/or malicious damage.

13.2 If the Service Provider is prevented or delayed in carrying out any of its obligations in respect of the provision of the Services to the Company by an Event of Force Majeure, the Service Provider shall use all reasonable endeavours to mitigate the effects of such an Event of Force Majeure, but the Service Provider shall not be under any liability to the Company whatsoever for any losses, costs, expenses, claims, actions, proceedings or damages suffered or incurred by the Company in any way whatsoever and howsoever caused as a result of such an Event of Force Majeure.

13.3 If the Event of Force Majeure prevents the Service Provider from performing its obligations under this Agreement for a period in excess of three (3) months, then the Service Provider may immediately terminate this Agreement without liability to the Company. For the avoidance of doubt, in these circumstances the Company shall be liable to pay the Fee for any and all Services provided by the Service provider hereunder up to and including the date of termination in accordance with this clause 13.3.

14 NON-SOLICITATION

14.1 The Customer hereby agrees that it shall not, without the prior written consent of the Service Provider, at any time during the continuation in force of this Agreement and for a period of six (6) months after the termination or expiration of this Agreement:

14.1.1 solicit or entice away from the Service Provider; or

- 14.1.2 employ, engage or attempt to employ or engage, in any capacity whatsoever (including, but not limited to, as a consultant or sub-contractor) any person who is, or has been, engaged in any way in the provision of the Services whether as an employee, consultant or sub-contractor ("Individual").
- 14.2 In the event that the Service Provider gives consent to the Company in accordance with clause 14.1 above (and, for the avoidance of doubt, the Service Provider shall be under no obligation whatsoever to do so), the Company shall pay to the Service Provider a sum equal to fifty percent (50%) of:
- 14.2.1 the total current remuneration of the Individual at the time of the solicitation, enticing away, employment, engagement or attempt to employ or engage the individual; or
- 14.2.2 the total remuneration being paid or offered to the Individual by the Company
- whichever is the greater.
- 14.3 Any sum payable by the Company to the Service Provider in accordance with this clause 14 shall be payable within seven (7) days of the date of the Service Provider's invoice to the Company in relation thereto, and shall be paid by way of BACS payment to such bank account as the Service Provider shall notify in writing to the Company.
- 14.4 The Service Provider reserves the right to charge interest at the rate of four percent (4%) over the base rate of Bank of England in force from time to time, or such higher rate as is allowed by statute, along with any compensation which legislation may allow to be charged, on all sums outstanding in excess of the timescales set out in clause 14.3 above.

15 DISPUTE RESOLUTION

- 15.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of the same ("**Dispute**") then, except as expressly provided in this Agreement, the parties shall follow the dispute resolution procedure set out in this clause 15 as follows:
- 15.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with any and all relevant supporting documentation. Upon service of the Dispute Notice, the Managing Director (or equivalent) of each party shall attempt in good faith to resolve the Dispute;
- 15.1.2 if the Managing Director (or equivalent) of each party are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, then the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("**CEDR**") CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing ("**ADR notice**") to the other party requesting mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than thirty (30) days after the date of the ADR notice. Unless otherwise agreed in writing by the parties, the place of mediation shall be nominated by the mediator.

- 15.2 Neither party may commence any court proceedings in relation to any dispute arising out of this Agreement until thirty (30) days after the appointment of a mediator, provided that the right to issue proceedings is not prejudiced by a delay.

16 VARIATION

- 16.1 The Service Provider may, from time to time and without prior notice to the Company, change or alter the Services and/or any provision of this Agreement in order to comply with any applicable regulation, statutory or otherwise, relating to the provision of the Services.
- 16.2 Without limiting the effect of clause 16.1 above, no variation of this Agreement or of any document referred to herein shall be valid unless in writing and signed by or on behalf of the parties hereto.
- 16.3 If the Company wishes to increase or vary the Services, then it shall make a formal request to the Service Provider to do so and the Service Provider shall be free to accept or reject such a request. For the avoidance of doubt, if the Service Provider does not agree to any increase or variation of the Services, then it shall continue to provide the Services as set out in Schedule 1 unless or until this Agreement is terminated in accordance with its terms.

17 WAIVER

- 17.1 A waiver of any right under this Agreement shall only be effective if in writing. No failure or delay by either party in exercising any right or remedy under this Agreement or by law, shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 17.2 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

18 SEVERANCE

- 18.1 If any provision of this Agreement (or any part of any provision) is found by any Court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 18.2 If any provision of this Agreement (whether part or whole) is found to be invalid, illegal or unenforceable, then that provision (or part of it) shall apply with the minimum modification necessary to make it valid, legal and enforceable.

19 ENTIRE AGREEMENT

- 19.1 This Agreement constitutes the entire agreement between the parties hereto in respect of the provision of the Services and it supersedes any and all previous agreements between the parties in respect of its subject matter.

19.2 The Company hereby agrees and acknowledges that, by entering into this Agreement, it has not relied on and shall have no right or remedy whatsoever in respect of, any statement, representation, assurance or warranty (whether made negligently or otherwise) other than as expressly provided in this Agreement.

19.3 For the avoidance of doubt, nothing in this clause 19 shall limit or exclude any liability arising as a result of any fraud.

20 ASSIGNMENT

20.1 The Company shall not, without the prior written consent of the Service Provider, assign, transfer, subcontract or otherwise deal with its rights and/or obligations under this Agreement.

20.2 The Service Provider may at any time and without notice to the Company, assign, transfer, subcontract, deal with or otherwise delegate any of its rights and/or obligations under this Agreement.

21 NO PARTNERSHIP

Nothing in this Agreement shall, or is intended to, constitute or create a partnership or joint venture between the parties hereto, nor constitute either party the agent of the other for any purpose whatsoever. Neither party to this Agreement shall have authority to act as agent for, or to bind, the other party in any way whatsoever.

22 THIRD PARTIES

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any remedy or right of any third party which exists or is available apart from that Act.

23 NOTICES

23.1 Any notice or other communication (including, but not limited to, any proposal, authority, permission or notice) required to be given under this Agreement shall be in writing and shall be sent by recorded delivery to the other party.

23.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address given overleaf, if sent by pre-paid first-class post or recorded delivery, at 9.00am on the second Business Day after posting.

23.3 A notice or communication under this Agreement may not be validly sent by email.

24 FOREBEARANCE

No time, indulgence or relaxation shown or granted by the Service Provider in respect of any one or more provisions of this Agreement shall in any way affect, diminish, restrict or prejudice the rights or powers of the Service Provider under this Agreement or operate as a waiver of any breach by the Company of the terms of this Agreement.

25 GOVERNING LAW AND JURISDICTION

25.1 This Agreement shall be governed by and construed in accordance with English Law.

25.2 The parties hereby agree to submit to the exclusive jurisdiction of the English Courts.

The Parties have shown their acceptance of the terms of this Agreement by signing below.

SIGNED by **Thomas Schilling**, for and on)
behalf of **TUGELA PEOPLE LIMITED**)
)

SIGNED by **[NAME]**, for and on behalf of **[]**)
[] in the)

**SCHEDULE 1
THE SERVICES**

The Service Provider will provide the following Services during the continuation of this Agreement:

APPENDIX A - DATA PROCESSING ADDENDUM

1. DEFINITIONS

- 1.1 In this Addendum, the following definitions shall apply, unless the context otherwise requires:

“Controller” means the Company as set out in the Principal Agreement;

“Data Protection Legislation” shall mean the General Data Protection Regulation (EU) 2016/679 (as applicable) and any other relevant laws relating to the protection of personal data and the privacy of individuals;

“Data Subject”, “Personal Data”, “Process” and “Processing” shall have the same meaning as in the Data Protection Legislation;

“DPIA” means a data privacy impact assessment;

“Principal Agreement” means the agreement between the Controller and the Processor in respect of the provision of the Services;

“Processor” means the Service Provider as set out in the Principal Agreement;

“Services” means the services provided under the Principal Agreement.

- 1.2 Clause and Exhibit headings shall not affect the interpretation of this Addendum.
- 1.3 References to clauses and Exhibits are to clauses of and Exhibits to this Addendum and references to paragraphs and Parts are to paragraphs and Parts of the relevant Exhibit.
- 1.4 The Exhibits form part of this Addendum and shall have effect as if set out in full in the body of this Addendum. Any reference to this Addendum includes the Exhibits.
- 1.5 A reference to “this Addendum” or to any other agreement or document referred to in this Addendum is a reference to this Addendum or such other agreement or document as varied, superseded or novated (in each case, other than in breach of the provisions of this Addendum or the provisions of the agreement or document in question, as appropriate) from time to time.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A "person" includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).

- 1.9 A reference to a “party” means an original party to this Addendum together with, in each case, their respective personal representatives, successors and permitted assigns.
- 1.10 A reference to "writing" or "written" includes faxes and other electronic form.
- 1.11 Any words following the terms "including", " include", " in particular" or "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.12 Where the context permits, “other” and “otherwise” are illustrative and shall not limit the sense of the words preceding them.
- 1.13 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment made after this Addendum shall apply for the purposes of this Addendum to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.
- 1.14 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.15 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. CONSIDERATION

In consideration of the mutual covenants and agreements in the Principal Agreement and this Addendum and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the Controller and the Processor hereby agree in accordance with the terms of this Addendum.

3. THE PROCESSOR’S RESPONSIBILITIES

- 3.1 The Processor will process Personal Data in accordance with the terms of this Addendum including the Controller’s written instructions from time to time in order to:
 - 3.1.1 provide the Services in accordance with the terms of the Principal Agreement; and
 - 3.1.2 comply with legal or regulatory obligations.

- 3.2 The Processor shall:
- 3.2.1 inform the Controller within five (5) days following receipt of a request by a Data Subject for information under the Data Protection Legislation;
 - 3.2.2 engage sub-processors to carry out certain Processing of Personal Data and ensure that obligations equivalent to the obligations set out in this Addendum are included in all contracts between the Processor and sub-processors who will be Processing Personal Data. The Processor shall remain liable for the compliance of such sub-processors with the requirements of this Addendum in relation to their Processing of Personal Data; and
 - 3.2.3 ensure that any persons, staff or employees used by the Processor to Process Personal Data are subject to legally binding obligations of confidentiality in relation to the Personal Data.
- 3.3 The Processor will implement and maintain the data security processes and requirements set out in Exhibit 2 to this Addendum, including with respect to the management and notification of Data Security Incidents (as that term is defined in Exhibit 2).
- 3.4 At the choice of the Controller and as notified in writing by the Controller to the Processor, the Processor will delete or return any and all Personal Data to the Controller after the end of the provision of the Services and delete any and all existing copies held by the Processor, unless further storage of the Personal Data by the Processor is required or authorised by the Data Protection Legislation.
- 3.5 To the extent required by the Data Protection Legislation, the Processor shall, at the cost of the Controller, provide the Controller with commercially reasonable assistance in respect of any DPIAs that the Controller is required to carry out under the Data Protection Legislation.
- 3.6 The Processor hereby agrees, acknowledges and accepts that it is responsible for the security of any and all Personal Data in its possession, custody or control. When using Personal Data in conjunction with this Addendum, the Processor will only use such Personal Data as permitted by this Addendum, or any other agreement between the Controller and the Processor.

4. PROVISION OF INFORMATION TO DATA SUBJECTS

The Controller must, and shall be solely responsible for, ensuring that all Data Subjects are provided with adequate and appropriate information about the Processing of their Personal Data, including by the use of a clear and easily accessible data privacy notice.

5. INCIDENT NOTIFICATION

- 5.1 Other than to the extent necessary to comply with any and all applicable legal, regulatory or law enforcement requirements, the Processor hereby agrees that it must inform the Controller without undue delay after the Processor becomes aware of any actual data security breach (“**Data Incident**”).
- 5.2 In the event of a Data Incident, the Processor will provide the Controller with any and all reasonable information and cooperation to enable the Controller to fulfill any data breach reporting obligations the Controller may have under (and in accordance with the timescales required by) the Data Protection Legislation.
- 5.3 The Processor agrees that it will further take all reasonably necessary measures, actions and do such things as required to remedy or mitigate the effects of the Data Incident and the Processor will keep the Controller informed of all material developments in connection with the Data Incident.

6. INTERNATIONAL TRANSFERS OF PERSONAL DATA

The Controller acknowledge and agrees that Personal Data may be exported by the Processor and any sub-processor through or to other jurisdictions inside and/or outside of the European Economic Area. The Processor shall ensure that there are appropriate safeguards in place for any international transfers of Personal Data outside of the European Economic Area including, for example but without limitation, by use of the EU model clauses for controller to processor transfers to its affiliates and sub-processors (if applicable).

7. INDEMNITY

The Processor’s maximum liability under the terms of this Addendum shall be subject to the limitations set out in the Principal Agreement which shall apply to the Principal Agreement and this Addendum in the aggregate.

8. VERIFICATION AND AUDIT

- 8.1 The Processor shall allow the Controller (or its appointed third-party auditors) upon written notice of not less than thirty (30) and at the cost and expense of the Controller, to carry out during normal business hours, not more than one (1) audit of the Processor's processing of Personal Data under this Addendum in any twelve (12) month period.
- 8.2 In respect of an audit in accordance with clause 8.1 above, the Controller shall:
 - 8.2.1 take all reasonable measures to prevent unnecessary disruption to the Processor’s operations; and
 - 8.2.2 be subject to the Processor’s security and confidentiality terms and guidelines in force from time to time.

9. WAIVER

- 9.1 No failure or delay by either party in exercising any right or remedy under this Addendum or by law, shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 9.2 Unless specifically provided otherwise, rights arising under this Addendum are cumulative and do not exclude rights provided by law.

10 SEVERANCE

- 10.1 If any provision of this Addendum (or any part of any provision) is found by any Court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed not to form part of this Addendum, and the validity and enforceability of the other provisions of this Addendum shall not be affected.
- 10.2 If any provision of this Addendum (whether part or whole) is found to be invalid, illegal or unenforceable, then that provision (or part of it) shall apply with the minimum modification necessary to make it valid, legal and enforceable.

11 TERM OF THIS ADDENDUM

This Addendum shall continue in full force and effect for the duration of the Principal Agreement.

12 RIGHTS OF THIRD PARTIES

A person who is not a party to this Addendum has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Addendum but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

13 GOVERNING LAW

The governing law and dispute resolution provisions of the Principal Addendum will apply to this Addendum.

EXHIBIT 1

This Exhibit 1 describes the processing that the Processor will perform on behalf of the Controller.

13.1.1.1.1.1.1 **Subject matter, nature and purpose of the processing operations**

1.1 The Processor shall only undertake the following Processing of Personal Data on behalf of the Controller:

1.1.1 []

13.1.1.1.1.1.2 **Duration of the Processing:**

The Processor shall Process the Personal Data for the term set out in clause 11 above.

13.1.1.1.1.1.3 **Data subjects**

3.1 The Personal Data shall concern the following categories of data subjects:

3.1.1 []

13.1.1.1.1.1.4 **Types of Personal Data**

4.1 The Personal data shall concern the following categories of data:

4.1.1 Personal Data relating to individuals provided by the Controller to the Processor in relation to the provision of the Services.

13.1.1.1.1.1.5 **Special categories of Personal data (if applicable):**

5.1 The Personal Data shall concern the following special categories of data:

5.1.1 The Services are not designed to process special categories of data.

EXHIBIT 2

Data Security

1. THE PROCESSOR'S CONTROLS AND POLICIES

- 1.1 The Processor has in place and maintains and enforces a security program that addresses the management of the Processor's security and the security controls ("**Controls**"). The Controls include:
- 1.1.1 the Processor's approved and documented processes and procedures which it publishes internally, communicates to appropriate personnel within the Processor, and reviews not less than once each year;
 - 1.1.2 a clear written assignment of responsibility and authority for activities in respect of the Controls;
 - 1.1.3 policies covering, amongst other things and as may be applicable from time to time, acceptable computer use, data classification, cryptographic controls, access control, removable media, and remote access; and
 - 1.1.4 regular testing of the key controls, systems and procedures.
- 1.2 The Processor has in place, maintains and enforces the Controls and related policies that address how Personal Data is collected, used and shared by the Processor.

2. MANAGEMENT OF RISKS

The Processor performs and undertakes from time to time appropriate risk assessments and implements and maintains in place controls for risk identification, analysis, monitoring, reporting, and corrective action identified as being required as a result of such risk assessments.

3. MANAGEMENT OF ASSETS

The Processor maintains and enforces an asset management program that appropriately classifies and controls hardware and software assets throughout their life cycle.

4. TEAM MEMBER EDUCATION AND AWARENESS

- 4.1 The Processor requires that all team members, Processors, and contractors (“**Team Members**”) acknowledge, confirm and agree to adhere to their data security and privacy responsibilities under the Processor’s policies and procedures as are in place and amended from time to time.
- 4.2 In relation to Team Members who, in the course of undertaking their employment or engagement with the Processor, Process Personal Data, the Processor shall, in respect of such Team Members:
 - 4.2.1 implement a procedure for, and undertake, pre-employment background checks and screening;
 - 4.2.2 conduct and require Team Members to undertake security and privacy training;
 - 4.2.3 implement and enforce disciplinary processes for violations of data security or privacy requirements; and
 - 4.2.4 upon termination or applicable role change, promptly remove and/or update Team Member access rights and require the return or destruction of Personal Data in the possession, custody or control of such Team Member.

5. VULNERABILITY ASSESSMENTS

The Processor performs periodic vulnerability assessments and network penetration testing on any and all systems, platforms, networks and applications that Process Personal Data.

6. PHYSICAL ACCESS CONTROL SYSTEMS

- 6.1 The Processor implements and maintains appropriate and robust access control systems designed specifically to maintain the confidentiality of Personal Data. These controls are reviewed and upgraded as the Processor sees fit from time to time and include:
 - 6.1.1 authorisation processes for physical, privileged, and logical access to facilities, systems, networks, wireless networks, operating systems, mobile devices, system utilities, and other locations containing Personal Data; and
 - 6.1.2 granting access only if it is logged, strictly controlled, and needed for a Team Member or third party to perform their job function.
- 6.2 The Processor authenticates each Team Member’s identity through appropriate authentication credentials such as strong passwords, token devices, or biometrics.