

Consultancy General Terms

1. TERMS OF ENGAGEMENT

1.1 This Agreement sets out the basis upon which Fujitsu will make available to the Customer Fujitsu's time and/or resources for supply of the Services under this Agreement, as more particularly described in the Consultancy Statement.

2. THE SERVICES

2.1 Fujitsu will exercise and apply all reasonable professional skill, care and diligence in supplying the Services. The Customer accepts that it is responsible for verifying that the Services are suitable for its own needs. Any condition, warranty, representation or term concerning the Services which might otherwise be implied into or incorporated in this Agreement, whether by statute, common law or otherwise, is hereby expressly excluded to the extent permitted by law.

2.2 The Consultancy Statement may prescribe the responsibilities that the Customer will need to meet for Fujitsu to provide the Deliverables and the Services, as described in the Consultancy Statement. These might include, by way of example, requirements for documents and information, as well as requirements for Customer representatives to attend certain meetings and for access to certain Customer data, systems and resources.

2.3 Fujitsu is only obliged to deliver the Services as described in the Consultancy Statement if the Customer takes the steps identifiable in the Consultancy Statement as Customer responsibilities or dependencies. If the Customer does not do so, then this may prevent or delay Fujitsu's performance (which will not be Fujitsu's responsibility) and/or increase the applicable amount payable by the Customer for the Services, which Fujitsu may charge where Fujitsu incurs additional costs or delays as a consequence of the Customer's failures. Fujitsu will take steps to mitigate the impact of any failure, acting reasonably.

2.4 The parties will consult and co-operate with one another in respect of the delivery of the Services, each using reasonable endeavours to perform allocated tasks within agreed timelines.

3. PAYMENT AND PRICING

3.1 In consideration for the Services provided by Fujitsu, the Customer agrees to pay for the Services within thirty (30) days of the date of invoice ("**Due Date**"), at the rates or for the sums set out in the Consultancy Statement, ("**the Price**"), together with Value Added Tax and any other applicable sales taxes at the prevailing rates. Fujitsu may invoice the amounts payable for the Services upon delivery of the relevant Deliverable.

3.2 Where the Consultancy Statement sets out an end date for the Services, then Fujitsu is not obliged to make its resource available to supply the Services beyond that end date, except where otherwise agreed and subject to the Customer continuing to pay for those resources on a time and materials basis at Fujitsu's then current rates.

3.3 If the Customer has not paid an invoice by its Due Date, then Fujitsu may charge and the Customer will be liable to pay interest calculated on a daily basis from the Due Date until the payment is made in full at the rate of 4% per annum over the base rate of Barclays Bank in force from time to time. Fujitsu may also at its option and without prejudice to this or any other right or remedy suspend performance of the Services until amounts then outstanding for them are paid.

3.4 If the Customer becomes entitled to terminate this Agreement for any reason, then an amount that does not exceed the Price will become immediately due and payable by the Customer to Fujitsu, calculated on a time and materials basis at Fujitsu's then current rates up to the date of termination for time spent and material costs then incurred by Fujitsu in performing the Services, even if all Deliverables are not then complete.

4. CONFIDENTIAL INFORMATION

4.1 The Recipient shall keep in confidence and use solely in relation to this Agreement all material and information made available by or on behalf of the Discloser under or in connection with this Agreement and marked as confidential or which should be understood to be confidential ("**Confidential Information**"). The Recipient will permit access to Confidential Information made available to it only to such of its employees, contractors, agents, officers, advisers, Affiliates and other representatives ("**Authorised Representatives**") who need to know such

Confidential Information for the purpose of that party fulfilling its obligations or exercising its rights under this Agreement and will inform each of those Authorised Representatives of the confidential nature of the Confidential Information and of the obligations on the Recipient in respect thereof and procure that its Authorised Representatives shall comply with this Agreement as if they were the Recipient. Upon request, the Recipient shall promptly return, erase or destroy, and cause its Authorised Representatives to return, erase or destroy, all Confidential Information of the other party, providing written confirmation of the same (other than material which cannot practicably be expunged from back-up systems, subject to such material remaining subject to the confidentiality obligations set out in this clause).

4.2 The term Confidential Information does not include and the obligations of confidentiality herein shall not apply to any information disclosed to the Recipient that it can show: (i) is in or subsequently comes into the public domain other than by breach by the Recipient of its obligations hereunder; or (ii) was in the possession of the Recipient before such information was imparted or disclosed by the disclosing party; or (iii) is received by the Recipient without restriction on disclosure or use from a third party which the Recipient honestly believes is entitled to make such disclosure; or (iv) is independently developed by any servant, agent or employee of the Recipient without access to or use or knowledge of the information disclosed by the Discloser and to whom no disclosure of that information has been made.

4.3 Each party must treat as confidential the terms of this Agreement.

5. INTELLECTUAL PROPERTY

5.1 Nothing in this Agreement will operate to transfer the ownership of any intellectual property rights. By way of example, the intellectual property rights that exist in any methodology, software or application owned by or licensed to Fujitsu and used by Fujitsu in performing the Services are owned by Fujitsu and/or its licensors and these rights do not transfer. Where Fujitsu creates any intellectual property rights in connection with providing the Services, then Fujitsu will own and retain these unless otherwise expressly provided in the Consultancy Statement.

5.2 Upon payment of the relevant Price, the Customer is licensed (on a perpetual, royalty-free basis) to use the Deliverables solely for the purposes of the Customer's ongoing, normal business operations.

6. LIMIT OF LIABILITY

6.1 Nothing in this Agreement will exclude, limit or restrict either party's liability for death or personal injury resulting from the negligence of that party (or its officers, agents or employees), or from fraud

or any other matter in respect of which liability cannot by applicable law be limited.

6.2 Notwithstanding anything to the contrary in this Agreement, the total aggregate liability of Fujitsu to the Customer arising directly or indirectly under this Agreement, whether arising from contract, tort (including negligence) or howsoever and including liability under any indemnity under this Agreement, shall be limited to the amount of the charges payable to Fujitsu under this Agreement.

6.3 In no event will Fujitsu be liable directly or indirectly under this Agreement, whether arising from contract, tort (including negligence) or howsoever for: (i) loss of profits, loss of revenue, loss of business or loss of anticipated savings whether direct or indirect; (ii) loss of business or opportunity, loss of goodwill or injury to reputation whether direct or indirect; (iii) loss of data whether direct or indirect; or (iv) any special, consequential, exemplary, punitive, incidental, special or indirect loss or damage, whether or not Fujitsu was or should have been aware of the circumstances giving rise to such loss, injury or damage.

7. DISPUTE RESOLUTION

7.1 If during the performance of this Agreement a dispute ("**Dispute**") should arise the parties shall nevertheless continue performance of their contractual obligations so that no such Dispute shall impinge on the performance of the obligations contained herein except in the case of non-payment by the Customer. The parties shall exercise reasonable endeavours to resolve any such Disputes.

7.2 In the event of a Dispute arising, where the parties are unable to reach a satisfactory solution within twenty (20) days of written notice by one party to the other requesting resolution of the Dispute, each party shall within a further ten (10) days' supply a written statement setting forth the facts of the matter as far as understood by that party, a proposed resolution and the reasons for adopting it, to the other party's officers who shall between them endeavour to arrive at a resolution of such Dispute within ten (10) days of receipt of such written statements. Neither party may initiate any legal action until this dispute resolution process has been completed, unless a party has reasonable cause to do so to avoid damage to its business or to protect or preserve any right of action it may have.

8. DATA PROTECTION

8.1 For the purposes of this clause 8:
 8.1.1 "**Personal Data**" shall have the meaning given to them in the Applicable Data Protection Law; and
 8.1.2 "**Applicable Data Protection Law**" shall mean any and all applicable provisions of statute, laws, rules, codes, treaties, decisions, directions or regulations on or relating to data protection or data privacy (as amended or updated from time to time), including from any court or any regulatory or

governmental authority in any jurisdiction which is relevant to this Agreement.

8.2 The parties agree that they shall at all times during the term of this Agreement comply with the requirements of the Applicable Data Protection Law in relation to the processing of Personal Data under or in connection with this Agreement.

8.3 To the extent a party (the “**Data Recipient**”) does process any Personal Data of the other party (the “**Data Sender**”) (and where relevant under Applicable Data Protection Law acts as a data processor on behalf of the other party), the Data Recipient will:

8.3.1 only access or use the Personal Data as is necessary for the purpose of this Agreement and will process the Personal Data only on the Data Sender’s documented instructions;

8.3.2 taking into account the cost of implementation and the nature, scope, context and purpose of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, take the appropriate technical and organisational measures to protect the Personal Data against accidental or unauthorised loss, disclosure or access;

8.3.3 provide reasonable assistance to the Data Sender, taking into account the nature of the processing and the information available and: (i) by taking appropriate technical and organisational measures, insofar as is possible, to assist in responding to requests from data subjects to exercise the data subjects rights under the Applicable Data Protection Law and (ii) by supporting compliance with the Data Sender’s obligations in respect of security, breach notification (of supervisory authorities and data subjects, where relevant) and impact assessments and supervisory consultation obligations where relevant under Applicable Data Protection Law;

8.3.4 delete or return all Personal Data upon the termination or expiry of this Agreement unless otherwise required under applicable laws;

8.3.5 ensure that persons authorised to access the Personal Data are subject to confidentiality obligations, whether by contractual or statutory obligations;

8.3.6 notify the Data Sender without undue delay after becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data; and

8.3.7 make available to the Data Sender all information necessary to demonstrate compliance with the Data Recipients obligations under Applicable Data Protection Law. If such information is insufficient to demonstrate compliance, the Data Recipient may allow for an audit conducted by the Data Sender limited to the extent necessary to demonstrate such compliance and provided reasonable prior notice is given.

8.4 The Data Sender consents to the Data Recipient’s use of the sub-processors as stated in this Agreement.

8.5 Neither party shall transfer any Personal Data made available to it by the other party to any territories

outside the UK or the European Economic Area without (i) the other party’s written consent and (ii) putting in place appropriate safeguards under Applicable Data Protection Law by way of a separate agreement.

9. GENERAL

9.1 Each party shall (i) comply with all applicable laws, rules and regulations relating to bribery and corruption relevant to this Agreement; (ii) have and shall maintain in place its own ethics, anti-bribery and anti-corruption policies and procedures, and enforce them where appropriate; and (iii) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received in connection with performance of this Agreement.

9.2 Neither party will be liable for delay in or for failure to perform its obligations under this Agreement (except obligations relating to payment) if that delay or failure is caused by a Force Majeure Event.

9.3 No failure or delay by a party to exercise its rights under this Agreement will constitute a waiver of that right.

9.4 Nothing in this agreement creates a partnership or a fiduciary relationship between the parties.

9.5 Nothing in this document will be construed to create any relationship between the Customer or Fujitsu or the resources made available under or in connection with it other than an independent contractor relationship. Neither party is authorised by this arrangement to bind the other to any liability or obligation or to represent that it has any such authority.

9.6 Unless otherwise specified as a special condition in the Consultancy Statement, Fujitsu may use subcontractors to perform any part of the Services but will not do so without notifying the Customer. Fujitsu will not be relieved of any of its obligations as a consequence of using any subcontractor.

9.7 This Agreement may not be assigned, transferred or otherwise disposed of by either party without the written consent of the other party, such consent not to be unreasonably withheld.

9.8 Termination or expiry of this Agreement will not affect any provisions which are reasonably required or intended to continue including, by way of example, the parties’ respective confidentiality obligations.

9.9 Neither party will (except with the other’s prior approval) while this Agreement is in effect and for a period of six months after it ends solicit the employment or services of any of the other party’s personnel engaged in connection with the provision of the Services or any of them. This does not prevent a party from hiring a person who has applied for a role as a consequence of an advertising campaign open to all-comers and not specifically targeted at the other party’s personnel.

- 9.10 If any term of this Agreement is held by a court to be invalid, unenforceable or illegal, the other terms shall continue in full force and effect to the fullest extent permitted by law.
- 9.11 No variation of this Agreement will be effective unless it is in writing and signed by the parties.
- 9.12 Any notice sent by one party to another shall be in writing and addressed to the parties at their respective addresses set out in the Agreement or such other address as may be notified from time to time by either party to the other and to the Contact Person. Any notice shall be validly delivered by hand, first class recorded delivery or email (confirmed by registered post) and shall be deemed to have been served: (i) if by hand on the Business Day of delivery before 5pm; (ii) if by first class recorded delivery two Business Days after posting; and (iii) if by email on the Business Day it was transmitted before 5pm (as confirmed by first class recorded delivery post sent on the day of transmission).
- 9.13 A person who is not a party to this Agreement has no right to enforce any term of this Agreement.
- 9.14 This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and, except in the case of any fraudulent misrepresentation, supersedes all previous arrangements, proposals, discussions and communications between them relating to the subject matter, whether oral or written.
- 9.15 Each party agrees that in entering into this Agreement it does not rely on any oral or written representation or warranty that is not set out in this Agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement shall be for breach of contract and waives all rights and remedies which might otherwise be available to it except that nothing in this clause shall limit or exclude any liability for fraud.
- 9.16 The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by the laws of the Jurisdiction.
- 9.17 Subject to clause 7, the parties irrevocably agree that the courts of Jurisdiction shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection with this Agreement or its subject matter or formation.
- 9.18 Publicity or advertising relating to this Agreement may be released by either of the parties only with the prior written approval of the other party, which may be withheld in the approving party's absolute discretion. This Agreement does not authorise the Customer to use any logo, brand name, mark or sign that Fujitsu owns or licenses, except with Fujitsu's prior written consent.
- 9.19 This Agreement may be executed electronically in a number of counterparts, each of which is an original and all of which together evidence the same agreement.

