

These Terms and Conditions shall apply to the provision of Services by BELLTREE LIMITED, a company incorporated in Scotland with registered number SC160001 and whose registered office is at 22a/4 Calton Road, Edinburgh, Scotland, EH8 8DP (“Belltree”) to you, (“the Client”).

In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), these Terms and Conditions shall prevail unless expressly otherwise agreed by Belltree in writing.

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Affiliate”	means in relation to a legal entity (1) its ultimate holding company (2) its subsidiaries and (3) all other subsidiaries of its ultimate holding company as the terms “subsidiary” and “holding company” are defined by Section 1159 of the Companies Act 2006 as amended;
“Applicable Laws”	means the laws of Scotland and the European Union (where applicable) and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the performance of the Services;
“Belltree Personnel”	means all employees, officers, staff, other workers, agents and consultants of Belltree and any Sub-contractors who are engaged in the performance of the Services from time to time;
“Budget”	means the information contained in a Work Statement detailing all projected costs and expenses for developing the Deliverables (and hosting services to be provided) in accordance with this Agreement;
“Change Order”	means a written statement signed by the parties recording any (a) change in the details of a Work Statement, even if a fixed price Work Statement, or (b) change in the assumptions upon which the Work Statement is based (including, but not limited to, changes in an agreed starting date for a Project or suspension of the Project by the Client or (c) any changes in the budget and/or time lines;
“Code”	means all computer programming code (both object and source, unless otherwise specified), as written, modified or enhanced from time to time by Belltree, including, without limitation, all interfaces, navigational devices, menus, menu structures or arrangements,

icons, help, operational instructions, script, commands, syntax HTML, design, templates, and the literal and non-literal expressions of ideas that operate, cause, create, direct, manipulate, access or otherwise affect the Content whether created or licensed from third parties by Belltree including without limitation, any Intellectual Property Rights in such material;

“Commencement Date”

means the date of the first Work Statement entered into between the parties;

“Confidential Information”

means in relation to either party any information which is disclosed to that party by the other party (whether or not developed by the other) including, without limitation (a) the preparation and Specifications of the Deliverables, (b) pre-existing or new information that relates to all ideas, designs, methods, discoveries, improvements, products or other results of the Services, (c) trade secrets, (d) product data, (e) proprietary rights, (f) business and financial affairs, (g) product developments, (h) customer and employee information and (i) Intellectual Property Rights;

“Content”

means all text, graphics, animation, audio and/or digital video components and all other components of the Deliverables and the selection and arrangement thereof, other than Code, whether created by Belltree or provided by the Client for purposes of developing the Deliverables, including without limitation any Intellectual Property Rights therein;

“DPA”

means Belltree’s Data Processing Addendum which can be found here <https://belltreegroup.co.uk/policy/belltree-service-DPA.pdf>;

“Data Subject”

has the meaning set out in the Privacy Legislation;

“Deliverables”

means the specific Services relating to a Project specified in each Work Statement including (without prejudice to the foregoing generality) all Code, Content and other materials to be produced by Belltree hereunder as more fully described in the relevant Work Statement;

“Final Project Acceptance Form”

means a document signed and dated by the Client confirming that the work has been completed and tested and either delivered to their satisfaction (accepting the Project as a whole) or not delivered to their satisfaction (rejecting the Project as a whole or certain Deliverables);

“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679) as amended, replaced, adopted or re-applied;
“Intellectual Property Rights”	means any patent, copyright, trademark and design rights (in either case registered or unregistered) format rights, topography rights, trade secrets, moral right, right of attribution or integrity right to confidentiality know-how, data base rights, algorithms, graphical user interfaces, menu command hierarchies or other intellectual or industrial property rights or proprietary rights arising under the laws of any jurisdiction (including, without limitation, all claims and causes of action for infringement, misappropriation or violation thereof and all rights in any registrations and renewals);
Non-compliant US Entity	means any American commercial organisation that is not participating in the EU-US Data Privacy Framework and the UK Extension to the (UK Extension) under Article 45 of the UK GDPR (the UK-US Data Bridge);
“Open Source Software”	means computer software in which source code is released under a license in which the copyright holder grants users the rights to study, change, and distribute the software to anyone and for any purpose;
“Pass-through Costs”	means outlays such as salaries, platform/hardware/hosting costs, telecommunications costs, third party software licensing costs etc.;
“Personal Data”	has the meaning set out in the Privacy Legislation;
“Pre-existing Work”	means any pre-existing original works of authorship contained in the Content or Code as identified in a Work Statement, procedures and techniques, know-how, personnel data, financial information, computer technical expertise and software, which have been independently developed by a party or licensed from third parties by a party including without limitation, any Intellectual Property rights in such material which relate to its business or operations;
“Privacy Legislation”	means the GDPR (where applicable in relation to the storage retention and processing of EU personal data), the Data Protection Act 2018, the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the “ UK GDPR ”), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) the EU-US Data Privacy Framework and

the UK Extension to the (UK Extension) under Article 45 of the UK GDPR) the UK-US Data Bridge, and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner (as amended or replaced from time to time), and all applicable laws and regulations relating to the processing of personal data and privacy whether now or in the future in force;

“Project(s)”	means a specific piece of work which is the subject of a Work Statement;
“Relevant Period”	means the period of 3 years from and after the Commencement Date;
“Schedule”	means the schedule annexed as relative hereto;
“Services”	means the services to be delivered by Belltree which may be the subject of a Work Statement;
“Software”	means software belonging to the Client from time to time;
“Specifications”	means the requirements for the development of the Deliverables, including operational and functional capabilities and performance contained in a Work Statement;
“Sub-Contract”	means any contract between Belltree and a third party pursuant to which Belltree agrees to source the performance of the Services (or any of them) from that third party;
“Sub-contractor(s)”	means those persons with whom Belltree enters into a Sub-contract or its or their employees, officers, Sub-contractors or agents;
“Third Country”	means a country, British overseas territory or British crown dependency out-with the United Kingdom and the European Union (declaring that in this definition European Union includes the European Economic Area countries Norway, Liechtenstein and Iceland) that does not have adequate data protection laws in terms of the UK GDPR and the GDPR;
“Third Party Materials”	those materials created by a third party and included in any Deliverables;
“Work Statement”	means the Work Statement set out in Part 1 of the Schedule, as revised by the parties from time to time, containing (i) a description of the Deliverables (including Specifications) to be delivered, and any services to be performed, including the hosting of Software (if applicable), by Belltree for the Client, (ii) a

Budget and (iii) a Work Programme. The Work Statement may also include provisions for written and/or oral progress reports by Belltree, detailed functional and technical specifications and standards for all services and Deliverables, including quality standards, documentation standards, lists of any special equipment to be procured by Belltree or provided by the Client for use in performance of the work, test plans and scripts, and such other terms and conditions as may be mutually agreed by the parties;

“Work Programme” means the timetable for the development of the Deliverables as set out in the relevant Work Statement.

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
 - 1.2.1 **“writing”**, and any cognate expression, includes a reference to any communication affected by electronic transmission, facsimile transmission or similar means;
 - 1.2.2 a **“working day”** is a reference to any day other than Saturday or Sunday which is not a bank or public holiday in the territory of either party;
 - 1.2.3 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.4 **“Agreement”** is a reference to this Agreement and each of the Schedules, Annexes or Exhibits as amended or supplemented at the relevant time;
 - 1.2.5 **“party”** means either the Client or Belltree as the case may be and **“parties”** shall mean both of them; and
 - 1.2.6 a Clause or Paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant part of the Schedule .
- 1.3 In this Agreement:
 - 1.3.1 any reference to the parties includes a reference to their respective personal representatives, successors in title and permitted assignees;
 - 1.3.2 any reference to a person includes any body-corporate, unincorporated association, partnership or any other legal entity;
 - 1.3.3 words importing the singular number include the plural and vice versa; and
 - 1.3.4 words importing either gender include the other gender. The headings in this Agreement are for convenience only and shall not affect its interpretation.

2. **Scope of Agreement**

- 2.1 As a "master" form of contract, this Agreement allows the parties to contract for multiple Projects through the issuance of multiple Work Statements, without having to re-negotiate the basic terms and conditions contained herein. This Agreement covers the provision of services by Belltree and Belltree's Affiliates and, accordingly, this Agreement represents a vehicle by which the Client can efficiently contract with Belltree and its Affiliates for a range of services.

3. **Work Statements**

- 3.1 The specific details of each Project shall be separately negotiated and specified in a Work Statement. Each Work Statement will include, as appropriate, the scope of work, Work Programme, and Budget and payment schedule. Each Work Statement shall be subject to all of the terms and conditions of this Agreement, in addition to the specific details set forth in the Work Statement.
- 3.2 To the extent any terms or provisions of a Work Statement conflict with the terms and provisions of this Agreement, the terms and provisions of a Work Statement shall prevail. All Work Statements and the DPA (where applicable) shall be deemed to be incorporated herein by reference. The DPA shall have precedence over all other contract documents.

4. **Nature of Services**

- 4.1 The specific Services will be specified in relation to any Project in the relevant Work Statement.

5. **Payment of Fees and Expenses.**

- 5.1 The Client will pay Belltree for fees, expenses and Pass-through Costs in accordance with the Budget and payment schedule contained in each Work Statement. The Client agrees that the Budget and payment schedule for each Work Statement will be structured in an effort to maintain cash neutrality for Belltree (with respect to the payment of professional fees, Pass-through Costs and otherwise).
- 5.2 The Client agrees that a prepayment may be necessary for Belltree to maintain cash neutrality over the term of the Work Statement taking into account payment terms agreed upon between the parties. Unless otherwise agreed in a particular Work Statement, the following shall apply:
- 5.2.1 Belltree will invoice the Client on completion of the relevant Work Statement for the fees, expenses and Pass-through Costs incurred in performing the Services; and,
- 5.2.2 The Client shall pay each invoice within thirty (30) days of the date of the invoice. If any portion of an invoice is disputed, then the Client shall pay the undisputed amounts as set forth in the preceding sentence and the parties shall use good faith efforts to reconcile the disputed amount as soon as practicable.
- 5.2.3 If the Client does not pay within the time period specified in sub-Clause 5.2.2 Belltree shall be entitled to charge the Client interest (both before and after any judgement) on the amount unpaid, at the rate of three per

cent per annum above the Bank of England's base rate from time to time, until payment in full is made (a part of a week being treated as a full week for the purpose of calculating such interest).

6. Scope of Services

- 6.1 Belltree shall author, design, create, develop, test and produce the Deliverables, in accordance with the Work Statement. At any time during the term of this Agreement, the Client may request additional services to be performed by Belltree. Such additional work shall be agreed upon in writing by the parties and shall be recorded in a Work Statement which Work Statement shall be subject to the terms of this Agreement and become effective upon execution, by authorised representatives of both parties.
- 6.2 Belltree agrees to use all reasonable endeavours to complete the Deliverables in a timely manner according to the relevant Work Programme but the obligations with respect to meeting each Work Programme are subject to delays caused by Force Majeure. Belltree agrees to notify the Client promptly of any event coming to its attention that may affect Belltree's ability to meet the requirements of a Work Statement, or that is likely to cause any material delay in delivery of the Deliverables. Belltree shall not be in breach of this Agreement as a result of a reasonable delay in delivering the Deliverables caused by Force Majeure.

7. Change Orders.

- 7.1 If the Client wishes to amend the scope of a Work Statement, the parties will use all reasonable endeavours to agree a Change Order. Each Change Order shall detail the requested changes to the applicable task, responsibility, duty, Budget, Work Programme or other matter. The Change Order will become effective upon the execution of the Change Order by both parties and will include a specified period of time (as agreed upon by the parties) within which Belltree will implement the changes and any increase in price.
- 7.2 Both parties agree to act in good faith and promptly when considering a Change Order requested by the other party. Belltree reserves the right to postpone affecting material changes in the Project's scope until such time as the parties agree to and execute the corresponding Change Order.

8. Compensation

- 8.1 If Belltree quotes an unqualified and unconditioned price for Deliverables or particular services in the Work Statement, the amount quoted shall be deemed a fixed price. Unless the Work Statement provides for progress payments, deferral of payment after completion or some other form of payment schedule, the Client shall pay the full amount of the fixed price associated with the Deliverables in terms of sub-Clause 5.2.

- 8.2 Except as set forth in the Work Statement, Belltree shall bear all of its own expenses arising from its performance of its obligations under this Agreement, including (without limitation) expenses for facilities, work spaces, utilities, management, clerical and reproduction services, supplies, and the like.
- 8.3 With respect to Deliverables, and other services for which the parties determine that payment on a fixed price basis is not appropriate, the Work Statement may provide for payment on the basis of time and materials, determined according to the hourly rates set for Belltree's employees by skill level in the schedule of rates forming Part 2 of the Schedule. The parties may agree on a maximum aggregate amount for a particular Project. Belltree shall use all reasonable endeavours to complete the specified Services and/or Deliverables for no more than such aggregate amount. Should Belltree determine at any time that it may be necessary to exceed such aggregate amount, Belltree shall provide a written notice to the Client, indicating the estimated cost to complete the Project. Following receipt of such estimate, the Client shall immediately instruct Belltree in writing to (i) halt work with respect to such Project, (ii) continue on a time and material basis, or (iii) suspend work pending further negotiation of a fixed price for completion.
- 8.4 The hourly rates prescribed by the schedule of rates, shall be in lieu of compensation or reimbursement for any costs or burden incurred by Belltree except as specifically set out in the Work Statement. Rates quoted by Belltree in the schedule of rates are subject to change upon thirty one (31) days' advance notice, provided that any such change shall have no effect upon rates or charges for work already rendered or scheduled to be rendered within thirty (30) days of the issue of such notice.

9. **Term and Termination**

- 9.1 This Agreement shall commence on the Commencement Date and shall continue for the Relevant Period, or until terminated by either party in accordance with sub-Clause 9.2 or 9.3 below.
- 9.2 After the Relevant Period, the Agreement will automatically renew each year thereafter for a period of one year, unless either party notifies the other party in writing at least 30 days prior to the renewal date that it does not want to renew the Agreement.
- 9.3 Either party may immediately terminate this Agreement by giving written notice to the other party if:
- 9.3.1 any sum owing to that party by the other party under any of the provisions of this Agreement is not paid within thirty (30) days of the due date for payment;
- 9.3.2 the other party commits any other material breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within thirty (30) days after being given written notice giving full particulars of the breach and requiring it to be remedied;
- 9.3.3 a creditor takes possession, or (where the other party is a company) a receiver, administrator or liquidator or the relevant equivalent is appointed, of any of the property or assets of that other party;

- 9.3.4 the other party makes any voluntary arrangement with his or its creditors or (being a company) becomes subject to an administration order (within the meaning of the Insolvency Act 1986) or the equivalent;
- 9.3.5 the other party (being an individual or firm) has a bankruptcy order made against him or it or (being a company) goes into liquidation (or the equivalent) (except for the purposes of amalgamation or reconstruction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement);
- 9.3.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other party;
- 9.3.7 the other party ceases, or threatens to cease, to carry on business; or
- 9.3.8 control of the other party is acquired by any person or connected persons not having control of that other party on the date of this Agreement.
- 9.4 For the purposes of sub-Clause 9.3.2 a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that the time of performance is not of the essence).
- 9.5 The rights to terminate this Agreement given by this Clause 9 shall not prejudice any other right to remedy of either party in respect of the breach concerned (if any) or any other breach.

10. **Effects of Termination**

- 10.1 Upon the termination of this Agreement for any reason:
 - 10.1.1 any sum owing by the Client to Belltree under any of the provisions of this Agreement shall be immediately payable and the Client will pay Belltree for all unpaid invoices and uncompensated staff time and expenses for all completed Services up to the date of termination; provided, however, that if the Deliverables are being provided on a fixed price billing basis, all staff time and expenses shall be paid as if on a time and material billing basis;
 - 10.1.2 the Receiving Party shall forthwith cease to use, either directly or indirectly, any Confidential Information, and shall forthwith, at the Disclosing Party's written direction, i) destroy or return or to the Disclosing Party any documents in its possession or control (and any copies thereof) which contain or record any Confidential Information and ii) use its reasonable endeavours to permanently delete all electronic copies of Confidential Information from any computer systems, save that the Receiving Party shall not be obliged to erase Confidential Information held in any archived computer system in accordance with its security and/or disaster recovery procedures and/or to remain compliant with applicable legal requirements; (iii) provide to the Disclosing Party a certificate, signed by an officer of the Receiving Party, confirming that the obligations in this sub-Clause 10.1.2 have been complied with;
 - 10.1.3 if the Disclosing Party has not made a demand under sub-Clause 10.1.2 within three (3) calendar months of expiry or termination, the Receiving Party may destroy, erase or procure the destruction or erasure of, such Confidential Information (and any copies thereof) in accordance with its usual business practices; and

- 10.1.4 the Receiving Party shall make no further use of the Confidential Information, save that the Receiving Party may retain one (1) copy of any Confidential Information solely for the purpose of enabling it to comply with the provisions of this Agreement or for legal or regulatory purposes.
- 10.2 Any provision of this Agreement which is expressed to continue in force after termination shall continue in full force and effect; and
- 10.3 Subject as provided in this Clause 10, and except in respect of any accrued rights, neither party shall be under any further obligation to the other.

11. **The Client's Responsibilities**

- 11.1 The Client shall (i) furnish information requested by Belltree acting reasonably, (ii) provide adequate access to personnel of the Client, and (iii) maintain the accessibility and operability of any Software to the extent reasonably necessary for Belltree to fulfil its responsibilities under this Agreement. Any delays attributable to the Client's failure to respond to reasonable requests by Belltree will extend any and all deadlines for an amount of time equal to the Client's delay. the Client reserves the right to make any necessary equipment or software upgrades, changes or modifications.
- 11.2 The Client shall maintain such rights in the property described in Clause 13 and any third party software during the Relevant Period as necessary to carry out the purposes of this Agreement.

12. **Delivery and Acceptance of Deliverables**

- 12.1 Belltree shall deliver the Deliverables at the times and in the manner specified in the relevant Work Statement.
- 12.2 The procedure for acceptance of any Deliverable shall be as follows:
 - 12.2.1 The Client shall have the time shown in the Work Statement to inspect and test each such Deliverables when received. Upon completion of such testing, the Client shall issue to Belltree a Final Project Acceptance Form indicating acceptance or rejection of the Deliverables (provided that, in any event unless the Client has notified Belltree of its rejection of any Deliverables within ten working days following delivery thereof, the same shall conclusively be deemed accepted).
 - 12.2.2 The Client may only reject Deliverables for material failure to comply with the applicable Specifications. In the event of rejection, the Client shall give its reasons for rejection to Belltree in reasonable detail. Belltree shall then have the time allotted in the Work Statement to use commercially reasonable efforts to correct any deficiencies or non-conformities from the applicable Specifications and resubmit the rejected items as promptly as reasonably possible until the Deliverables are accepted; provided, however, that upon the third and subsequent rejection the Client may terminate this Agreement by thirty (30) days' notice unless the Deliverables are accepted during the notice period.
 - 12.2.3 Upon acceptance of the Deliverables by the Client, the Specifications for such Deliverables shall automatically be deemed to be amended to conform to the Deliverables as accepted by the Client.

13. **Rights in the Deliverables**

- 13.1 Unless specified otherwise in a Work Statement (such as specific software licensing terms), all Deliverables and other items and materials delivered by Belltree to the Client hereunder, and all Intellectual Property Rights associated with any of the foregoing other than third party rights and Belltree's Pre-existing Work, shall be owned exclusively by the Client and Belltree shall hereby assign (and in the case of copyright, by way of a present assignation of future copyright) all of the Intellectual Property Rights in the Deliverables that are capable of being assigned.
- 13.2 The Client acknowledges that all Intellectual Property Rights in Belltree's Pre-existing Work shall be owned by and remain the property of and vested in Belltree or its licensors. Subject to sub-Clause 13.3 Belltree shall grant to the Client a licence to use (for the purposes for which they were originally created) Belltree's Pre-existing Work for the purpose of receiving and using the Services and the Deliverables, which specific licencing terms shall be detailed in the relevant Work Statement.
- 13.3 Prior to delivery of any Deliverables, Belltree shall obtain such licences or consents in respect of Third Party Materials as shall be necessary in order that the Client can use such Third Party Materials (for the purposes for which they were originally created) for the purposes of receiving the Services and the Deliverables, which specific licencing terms shall be detailed in the relevant Statement.
- 13.4 The Client grants Belltree (and its permitted Sub-contractor(s)) a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Client to Belltree for the term of the Agreement for the purpose of providing the Services to the Client.
- 13.5 Belltree hereby warrants to the Client that the Deliverables shall not contain any third party software or any Open Source software or other software which when used in the Deliverables will be modified in such a manner as will require free sharing of the Deliverables or any part thereof with others.
- 13.6 In the event that any such Open Source Software or similar software is used in the Deliverables and will be modified in such a manner as will require free sharing of the Deliverables or any part thereof with others:
- 13.6.1 Belltree agrees forthwith to rewrite all such sections of the Deliverables free of charge in Code which when used in the Deliverables will not be modified in such a manner as will require free sharing of the Deliverables or any part thereof with others. To deliver and install all such rewritten Code and to assign all rights in all such rewritten Code to the Client.
- 13.6.2 Nothing in these sub-Clauses 13.6.1 and 13.6.2 shall prevent the Client from taking such other action as it may think fit including legal action in respect of any damage or loss it may sustain as a result of Belltree's inclusion of any such Third Party Materials.

14. **Confidentiality**

- 14.1 Each party undertakes that, except as provided in sub-Clause 14.2 or as authorised in writing by the other party, it shall, at all times during the continuance of this Agreement and for five years after its termination:
- 14.1.1 keep confidential all Confidential Information;
- 14.1.2 not disclose any Confidential Information to any other person;

- 14.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
 - 14.1.4 not make any copies of, record in any way or part with possession of any Confidential Information save as is required for providing the Services; and
 - 14.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that party, would be a breach of the provisions of 14.1.1 to 14.1.4 above.
- 14.2 Either party may:
- 14.2.1 disclose any Confidential Information to:
 - a) any sub-contractor (including in the case of Belltree any Belltree Personnel) or supplier of that party;
 - b) any governmental or other authority or regulatory body; or
 - c) any employee or officer of that party or of any of the aforementioned persons or bodies;
- to such extent only as is necessary for the purposes contemplated by this Agreement, or as required by law, and in each case subject to that party first informing the person in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in (ii) above or any employee or officer of any such body) obtaining and submitting to the other party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
- 5.1.2 use any Confidential Information for any purpose, or disclosure it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that party, provided that in doing so that party does not disclose any part of that Confidential Information which is not public knowledge.
- 14.3 The provisions of this Clause 14 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

15. **Representations, Warranties, Limitations and Indemnity**

The following representations and warranties are provided solely for the benefit of the parties to this Agreement, and no other person or entity.

- 15.1 Belltree warrants that (i) the Deliverables shall perform as stated in the Specifications and (ii) it will perform all work called for in the Work Statement in a good and workmanlike manner in compliance with Applicable Laws.
- 15.2 Belltree warrants that the Deliverables:
 - 15.2.1 will be original and will not infringe on any patent, copyright, trade secret or other proprietary rights of others;
 - 15.2.2 will not be defamatory to any third party or violate any third parties rights of privacy or publicity;
 - 15.2.3 will not breach any third party's Intellectual Property Rights.

- 15.3 the Client warrants that no part of its Pre-existing Work, including all related materials and Content provided by the Client in the production of the Deliverables infringes on any Intellectual Property Rights of others;
- 15.4 the Client warrants that it is the owner of all rights in or has obtained any written permission necessary to authorise Belltree's use pursuant to this Agreement of, any part of its Pre-existing Work.
- 15.5 Each party has full power to enter into this Agreement, to carry out its obligations under this Agreement and to grant the rights described herein to the other party.
- 15.6 Each party has full power to enter into this Agreement, to carry out its obligations under this Agreement and to grant the rights described herein to the other party.
- 15.7 Each party indemnifies the other and undertakes to keep it indemnified against all direct damages, losses, and expenses finally awarded against the other party ("**Claim**") (excluding, for the avoidance of doubt, the fee and any Pass-through Costs) incurred or suffered in connection with any (i) unauthorised act or omission of or any breach of contract, representation or warranty; (ii) negligence, wilful default or material breach of duty by that party including but not limited to the negligence, recklessness or intentional acts or omissions in connection with the Services to be provided hereunder; (iii) data incidents (as defined in the Data Protection Act 2018); (iv) any Intellectual Property Rights infringement breach of applicable laws, including without limitation, the Data Protection Legislation.
- 15.8 The indemnified party shall give written notice to the indemnifying party of any Claim no later than thirty (30) days after first receiving notice of a Claim and shall give copies to the indemnifying party of all communications, notices and/or other actions relating to the Claim. The indemnified party shall give the indemnifying Party the sole control of the defence of any Claim and shall act in accordance with the reasonable instructions of the indemnifying party and shall give the indemnifying party such assistance as the indemnifying Party reasonably requests to defend or settle such Claim. The indemnifying Party shall conduct its defence at all times in a manner which is not adverse to indemnified party's interests. The indemnified party may employ its own counsel to assist it with respect to any such Claim. The indemnified party shall bear all costs of engaging its own counsel, unless engagement of counsel is necessary because of a conflict of interest with the indemnifying party or its counsel, or because the indemnifying party fails to assume control of the defence. The indemnified party shall not settle or compromise any Claim without the indemnifying party's express written consent.
- 15.9 The Client's total liability aggregate under this Agreement shall not exceed the sum of ONE MILLION POUNDS (£1,000,000) STERLING.
- 15.10 Belltree's total aggregate liability under this Agreement shall be limited to the sum of FIFTY THOUSAND POUNDS (£50,000) STERLING or the sum of the fees payable under the relevant Work Statement, whichever is the lower. In no event shall Belltree indemnify the Client for any indirect or consequential loss, or any loss, liability, damage or expense suffered or incurred as a result of activity which is outside the scope of a Work Statement.
- 15.11 Notwithstanding any limitation of liability set out in this Clause 15, nothing in this Agreement shall limit or exclude either party's liability for death or personal injury caused by its negligence or the negligence of its employees, agents or sub-contractors, fraud or fraudulent misrepresentation; or any other liability which cannot be limited or excluded by Applicable Laws.

15.12 This Clause 15 shall survive termination or expiry of this Agreement.

16. Insurance

- 16.1 the Client will maintain, for the duration of this Agreement, insurance in an amount reasonably adequate to cover its obligations hereunder, and, upon request, it will provide to Belltree a certificate of insurance showing that such insurance is in place.
- 16.2 the Client shall forthwith notify Belltree if such insurance ceases to be available upon reasonable terms or at commercially reasonable rates or if for any other reason the party is unable to continue to maintain such insurance.
- 16.3 the Client's obligation to maintain such insurance shall in no way negate or limit any or all of its obligations or duties hereunder nor its liability in respect of any breach or non-performance of the same.
- 16.4 No party shall not compromise, settle, or waive any claim which they may have under such insurance in respect of any liability which they may incur under this Agreement without the prior written consent of the other party.

17. Force Majeure

- 17.1 For the purposes of this Agreement "**Force Majeure**" means in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, acts of god, industrial action, civil disturbances, war, epidemic or pandemic (whether natural or man-made) disruption of telecommunications power or other utilities or interruption or termination of security the Internet access provider being used by Belltree to link its Services to the internet).
- 17.2 If any Force Majeure occurs in relation to either party which affects or may affect the performance of any of its obligations under this Agreement, it shall forthwith notify the other party as to the nature and extent of the circumstances in question.
- 17.3 Neither party shall be deemed to be in breach of this Agreement, or shall otherwise be liable to other, by reason of any delay in performance, or the non-performance, of any of its obligations under, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.
- 17.4 If the performance by either party of any of its obligations under this Agreement is prevented or delayed by Force Majeure for a continuous period in excess of six months, the other party shall be entitled to terminate this Agreement by giving written notice to the party so affected.

18. Personnel

- 18.1 At all times, Belltree shall ensure that:
 - 18.1.1 each of the Belltree Personnel is suitably qualified, adequately trained and capable of performing the applicable Services in respect of which they are engaged;
 - 18.1.2 there is an adequate number of Belltree Personnel to perform the Services properly; and
 - 18.1.3 each of the Belltree Personnel complies with the Client's policies and procedures notified to Belltree in writing when working on the Client's sites.

19. Data protection

- 19.1 Each party agrees that, in the performance of their respective obligations under this Agreement, it shall comply with the provisions of the Privacy Legislation to the extent it applies to each of them.
- 19.2 In so far as a party ("**processing party**") processes any Personal Data (including name, postal address, email address, mobile/telephone details, and other contact or personal details) relating to individuals which is acquired or collected by the processing party on behalf of the other party ("**controlling party**") in connection with this Agreement, subject to sub-Clause 19.5, a the processing party shall:
- 19.2.1 process the Personal Data on behalf of the controlling party (or, if so directed by the controlling party, an Affiliate or Affiliates of the controlling party), only for the purposes of performing this Agreement and only in accordance with instructions contained in this Agreement or provided to the processing party in writing by the controlling party from time to time;
 - 19.2.2 not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorised in writing by the controlling party;
 - 19.2.3 at all times comply with the provisions of the Privacy Legislation and all other Applicable Laws and implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
 - 19.2.4 ensure that only those personnel (including Belltree Personnel where the processing party is Belltree) who need to have access to the Personal Data are granted access to such data and only for the purposes of the performance of this Agreement and ensure that all of said personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 19;
 - 19.2.5 obtain prior written consent from the controlling party before transferring Personal Data to any sub-contractor (including any Sub-contractor) and, if such consent is given, include in all contracts with such sub-contractors provisions in favour of the controlling party which are equivalent to those in this Clause 19 and enforce these obligations at the controlling party's request;
 - 19.2.6 not publish, disclose or divulge any of the Personal Data to any third party (including the Data Subject) unless directed to do so in writing by the controlling party;
- 19.3 The processing party shall notify the controlling party within five (5) Business Days if it:
- 19.3.1 becomes aware of any breach of this Clause 19 by it or its sub-contractors (including any Belltree personnel);
 - 19.3.2 receives a request from a Data Subject to have access to that person's Personal Data;
 - 19.3.3 receives a complaint or request relating directly or indirectly to the processing of any Personal Data in connection with this Agreement; and

- 19.3.4 receives any other communication relating directly or indirectly to the processing of any Personal Data in connection with this Agreement.
- 19.4 The processing party shall:
- 19.4.1 permit the controlling party or its external advisers (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit the processing party's data processing activities and comply with all reasonable requests or directions by the controlling party to enable the controlling party to verify and procure that the processing is in full compliance with its obligations under this Agreement;
 - 19.4.2 at no additional cost, provide such information to the controlling party as the controlling party may reasonably require, and within the timescales reasonably specified by the controlling party, to allow the controlling party to comply with the rights of Data Subjects, including Data Subject-access rights, or with notices served by the Information Commissioner or any other law enforcement authority; and
 - 19.4.3 not transfer Personal Data outside the UK and European Economic Area without the prior written consent of the controlling party, such consent to be outlined in the relevant Work Statement and, where the controlling party consents to such transfer, to comply with:
 - 19.4.4 the obligations set out in of the Privacy Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 19.4.5 any reasonable instructions notified to it by the controlling party.
- 19.5 Where the Client is located within a Third Country or is a Non-compliant US Entity and is processing any European Union and/or UK Personal Data (including name, postal address, email address, mobile/telephone details, and other contact or personal details as detailed in the DPA) relating to individuals which is acquired or collected by Belltree in connection with the Agreement, the parties hereby agree to comply with the terms of the DPA with respect to the transfer and processing of any Personal Data. If there is any conflict between the terms of this Agreement and the terms of the DPA, the terms of the DPA shall have precedence.
- 19.6 All Personal Data relating to individuals which is acquired or collected by Belltree on behalf of the Client in connection with this Agreement shall belong exclusively to the Client which hereby grants to Belltree and, to the extent necessary, to Belltree Personnel, or shall use commercially reasonable endeavours to procure the grant of, a royalty-free, non-exclusive licence (or, where relevant, an appropriate sub-licence) to use the same solely in relation to the performance of the Services as contemplated in this Agreement.
- 20. Assignment and Sub-contracting**
- 20.1 Subject to sub-Clauses 20.2, and 21.1 Belltree shall not be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the express written consent of the Client.
 - 20.2 Belltree may Sub-contract all or part of its obligations under this Agreement to a recognised competent third party provided the Client has consented in writing to the Sub-contractor.

- 20.3 Despite its right to Sub-contract pursuant to this Clause 20, Belltree shall remain responsible for all acts and omissions of all Sub-contractors and the acts and omissions of all those employed or engaged by the Sub-contractors as if they were its own. An obligation on Belltree under the provisions of this Agreement to do, or refrain from doing, any act or thing shall include an obligation on Belltree to procure that its employees, officers, staff, other workers, agents and consultants each Sub-contractor and each of the Sub-contractors' employees, officers, staff, other workers, agents and consultants also do, or refrain from doing, such act or thing.
- 20.4 the Client shall not be entitled to assign novate or otherwise dispose of any or all of its rights and obligations under this Agreement without Belltree's prior written consent.

21. Nature of Agreement

- 21.1 Belltree shall be entitled to perform any of the obligations undertaken by it and to exercise any rights granted to it under this Agreement through an Affiliate, provided that any act or omission of that other Affiliate shall, for all the purposes of this Agreement, be deemed to be the act or omission of Belltree.
- 21.2 No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 21.3 If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

22. Notices and Service

- 22.1 Any notice or other information required or authorised by this Agreement to be given by either party to the other shall be given by:
- 22.1.1 delivering it by hand;
 - 22.1.2 sending it by pre-paid registered post; or
 - 22.1.3 sending it by electronic transmission, facsimile transmission or comparable means of communication;
 - 22.1.4 to the other party at the address given in the preamble.
- 22.2 Any notice or information given by post in the manner provided by sub-Clause 22.1 which is not returned to the sender as undelivered shall be deemed to have been given to the second day after the envelope containing it was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.
- 22.3 Any notice or information sent by electronic transmission, facsimile transmission or comparable means of communication shall be deemed to have been duly given on the date of transmission.

22.4 Service of any document for the purposes of any legal proceedings concerning or arising out of this Agreement shall be effected by either party by causing it to be delivered to the other party at its registered or principal office, or to such other address as may be notified to it by the other party in writing from time to time.

23. **Miscellaneous**

23.1 This Agreement shall not be deemed to constitute an agency, partnership or joint venture between the parties. Neither party shall act or describe itself as the agent of the other party nor shall either party have or represent that it has any authority to make commitments on behalf of the other.

23.2 This Agreement constitutes the entire express agreement and understanding between the parties and supersedes and prior agreement or understanding between the parties.

23.3 The parties acknowledge that in entering into this Agreement they do not rely on any statement, representation (other than a fraudulent misrepresentation), warranty, course of dealing, custom or understanding except for those expressly set out in this Agreement.

23.4 The parties irrevocably and unconditionally waive any rights and/or remedies they may have to the fullest extent permitted by law (including without limitation the right to claim damages and/or to rescind this Agreement) in respect of any misrepresentation other than one which is expressly set out in this Agreement or which is made fraudulently.

23.5 The terms and conditions hereof shall not be capable of variation except by instrument in writing signed by the duly authorised representative of each party hereto.

23.6 Save as expressly narrated in this Agreement, no person who is not a named party to this Agreement has any right to rely on or enforce any part of it.

23.7 Each party shall from time to time (both during the continuance of this Agreement and after its termination) do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of this Agreement.

23.8 The parties shall bear their own costs of and incidental to the preparation, execution and implementation of this Agreement.

23.9 Neither party shall make or procure or permit any other person to make any press or other public announcement concerning any aspect of this Agreement without first obtaining the agreement to the other party to the text of that announcement.

23.10 This Agreement may be executed in a number of counterparts and shall come into force once each party has executed such a counterpart in identical form once each party has executed such a counterpart in identical form and exchanged the same with the other party.

24. **Anti-Bribery**

24.1 The parties shall comply at all times with all applicable anti-bribery and corruption laws in all applicable jurisdictions including without prejudice to the foregoing generality, the provisions of the United Kingdom Anti-terrorism, Crime and Security Act 2001, and the United Kingdom Bribery Act 2010 and where applicable, the United States Foreign Corrupt Practices Act.

25. **Applicable Law and Jurisdiction**

25.1 The laws of Scotland shall apply to the whole of this Agreement.

25.2 Any question arising out of this Agreement as to the construction or effect of any Intellectual Property shall be decided in accordance with the laws of the country in which the Intellectual property in question has been granted or filed or exists.

25.3 The parties hereby agree to submit to the exclusive jurisdiction of the Scottish courts.

Schedule

Part 1

Note: The following is a specimen of the Work Statement which must be completed as a separate document each time a Work Statement is agreed.

WORK STATEMENT:

Belltree Reference #: []

This Work Statement ("**Work Statement**") is between **Belltree Limited**, a company incorporated in Scotland with registered number SC160001 and whose registered office is at 22a/4 Calton Road, Edinburgh, Scotland, EH8 8DP (hereinafter referred to as "**Belltree**") and **[Insert Full Company Name]** a company incorporated in [insert country (if a USA entity include the relevant state)] with [company number]/ [Unique ID Number] [insert number] and having its registered office at [insert registered office] (the "**Client**") and relates to the Master Services Agreement entered into between the Client and Belltree in terms of Belltree's Terms and Conditions which can be found at [insert URL] (the "**Master Agreement**"). Pursuant to the Master Agreement, Belltree has agreed to perform certain services in accordance with written Work Statements, such as this one, entered into from time-to-time.

The parties hereby agree as follows:

(A) Work Statement. This document constitutes a Work Statement under the Master Agreement, and this Work Statement and the services contemplated herein are subject to the terms and provisions of the Master Agreement.

(B) In this Work Statement, unless specified otherwise, words and phrases shall have the same meanings as those in the Master Agreement.

1. DESCRIPTION OF DELIVERABLES AND SPECIFICATIONS

1.1 Summary of Purpose for Work Statement

<<Insert Details>>

1.2 Description of steps / workflow to be carried out

<<Insert Details>>

1.3 Description of Deliverables

<<Insert Details>>

1.4 Identification of each party's Pre-existing Work

<<Insert Details>>

1.5 Software to be used to deliver the Services (if applicable)

1.6 Equipment to be provided to Belltree by the Client

<<Insert Details>>

1.7 Data to be provided to Belltree by the Client

<<Insert Details>>

1.8 Belltree's Resources and Personnel

<<Insert Details>>

1.9 Client Contact

Notices to the Client shall be sent to <<Name>> at <<Insert Address, Email, Facsimile etc.>>.

2. BUDGET/FEE/PAYMENT

2.1 Mode of Payment

The payment for all time, materials and other expenses of Belltree associated with the production of the Deliverables shall be on a [fixed fee/milestone payment/time & materials] basis.

2.2 Payment Schedule

the Client shall pay Belltree for the work in accordance with the Performance Milestone schedule set out in Section 3.1 below. Each payment to Belltree shall be contingent upon (i) written confirmation from the Client stating that the relevant Performance Milestone has been satisfactorily completed; and (ii) receipt of an invoice by the Client from Belltree as provided in Section 2.3 below.

2.3 Invoicing

- 2.3.1 Belltree shall submit invoices to the Client for payments due under this Agreement. Invoices shall be payable within thirty (30) days of receipt and shall be submitted on Belltree's receipt of written confirmation that a Performance Milestone has been satisfactorily completed.
- 2.3.2 All invoices that are not paid when due shall accrue interest in an amount equal to three per cent per annum above the Bank of England's base rate from time to time, until payment in full is made (a part of a week being treated as a full week for the purpose of calculating such interest).
- 2.3.3 Where an invoice includes charges for time and materials, the invoice shall indicate the names, skill levels, and hours of the employees performing the work.
- 2.3.4 Reasonable supporting documentation including, but not limited to, receipts for reimbursable expenses shall accompany all related invoices.

2.4 Records and Audit

Belltree shall:

- 2.4.1 keep, or procure that there are kept, such records and books of account as are necessary to enable the amount of any sums payable by it pursuant to this Agreement to be accurately calculated; and
- 2.4.2 at the reasonable request of the Client allow the Client or its agent to inspect those records and books of account and, to the extent that they relate to the calculation of sums invoiced to the Client, to take copies of them.

3. **SCHEDULE**

3.1 Schedule and Performance Milestones

This Schedule sets the target dates and Performance Milestones for the preparation and delivery of the Deliverables by Belltree

Performance Milestone			
	Client/Belltree	<< >>	<< >>

	Client/Belltree	<< >>	<< >>
	Client/Belltree	<< >>	<< >>
	Client/Belltree	<< >>	<< >>
	Client/Belltree	<< >>	<< >>
	Client/Belltree	<< >>	<< >>
Acceptance and final delivery	Client/Belltree	<< >>	<< >>

3.2 Acceptance Conditions (if applicable)

<<Insert Details>>

3.3 Location of Work Facilities

3.3.1 Unless agreed otherwise in this Work Statement, or otherwise subsequently agreed between the Parties in writing, Belltree shall undertake the work at its regular place of business located at 22a/4 Calton Road, Edinburgh, EH8 8DP United Kingdom. Belltree staff may also work from home to carry out the work following Belltree's standard working from home procedures.

3.3.2 Where necessary and by mutual agreement, the Client shall provide Belltree with office space, equipment and support at its regular place of business located at <<Insert Address>>.

3.4 Progress Reports

Upon reasonable request by the Client, representatives of the parties shall meet for a formal progress presentation during which Belltree shall describe the status of the work required under the Work Statement. Such presentation shall provide projections of the time of completion, the status of Belltree's services and Deliverables, address any problems that have come to Belltree's attention, and put forward Belltree's views as to how such problems may be resolved.

4. **TERM**

4.1 The term of this Work Statement shall commence on the date of execution and shall continue until the Services are completed, unless this Work Statement is terminated in accordance with the Master Agreement.

5. **AFFILIATES AND SUBCONTRACTORS**

5.1 The Client agrees that Belltree may use the services of [its Affiliates] [specify specific Sub-contractor] to fulfil Belltree's obligations under this Work Statement. Any [such Affiliates] shall be bound by all the terms and conditions of, and be entitled to all rights and protections afforded under, the Master Agreement and this Work Statement. Any Sub-contractors or consultants (other than Belltree's Affiliates) that will be used by Belltree in performing the Services are listed below:

<<Insert Details>>

6. **AMENDMENTS**

6.1 No modification, amendment, or waiver of this Work Statement shall be effective unless it is in the form of a Change Order.

7. **CURRENCY EXCHANGE**

7.1 The currency to be used for invoice and payment shall be GBP. If Belltree incurs expenses or Pass-through Costs in a foreign currency, then the Client shall reimburse Belltree for Belltree's actual costs, in GBP, to pay those expenses and Pass-through Costs. the Client acknowledges that, due to fluctuations in currency exchange rates, Belltree's actual costs for such expenses and Pass-through Costs may be greater or lesser than the budgeted or estimated amounts contained in this Work Statement. In addition, if this Work Statement involves performance of Services in countries other than the United Kingdom other than the location of hosting), Belltree's Budget for those Services will be based on the local rates in the local currency of those countries, as converted to GBP. Belltree reserves the right to pass on full exchange rate variation for these local currencies as defined by Belltree's bank.

7.2 Any resulting decrease in costs will be credited to the Client and any resulting increase in costs will be invoiced to the Client.

8. **Transfer of Personal Data**

Belltree hereby agrees that the Client may transfer the following Personal Data to the following countries, subject to the terms of this Agreement:

<<Insert Details>>

The Client hereby agrees that Belltree may transfer the following Personal Data to the following countries, subject to the terms of this Agreement:

<<Insert Details>>

9. Special Conditions
<<Insert Details>>

10. This Work Statement forms part of the Master Agreement.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

Belltree Limited
By: /

Name:
Title: Director

Date:
Place of Signing :

Witness Signature:
Witness Full Name:

Witness Address:

[Insert Full Company Name]
By: /

Name:
Title:

Date:
Place of Signing :

Witness Signature:
Witness Full Name:

Witness Address:

Part 2

Schedule of Rates

Belltree Limited

Services

Consultant	Guide Professional Experience in Years	bMark™ Subscriber Rates £GBP / Hour, exc. Tax	Standard Rates £GBP / Hour, exc. Tax
Director	15+	£220	£293
Senior	8 – 14	£160	£207
Staff	4 – 8	£113	£153
Junior	0 – 4	£93	£127
bMark™ Levy	-	-	£47
Specialist Associate	15+	P.O.A	P.O.A

All values in £GBP excluding VAT and any other applicable taxes, local taxes, customs fees, duties, or similar which, if applicable, will be added to the sums shown at time of invoice at the then-prevalent rates.