

Terms and Conditions of Business V1.1 – March 2018



PIONEN LTD

and

CLIENT

**FRAMEWORK AGREEMENT FOR THE PROVISION OF
INFORMATION SECURITY / RISK CONSULTANCY SERVICES**

**FRAMEWORK AGREEMENT FOR THE PROVISION OF
INFORMATION SECURITY/RISK CONSULTANCY SERVICES**

DATE: 20xx

PARTIES:

PIONEN LTD (Registered Number: 11220649), incorporated and registered in England whose registered office is at 4 Sweetlake Court, Mercian Close, Shrewsbury SY3 8PL (Pionen).

CLIENT (Registered Number:xxxxxxx) incorporated and registered in England whose registered office is at xxxxx (**Client**).

AGREED TERMS:

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions in this clause apply in this Agreement and in each Statement of Work:

Pionen Material: any and all documents, information and other material, provided by Pionen directly or indirectly in connection with any Project or the provision of any of the Services, which existed prior to the date of this Agreement or (as applicable) prior to the start of the relevant Statement of Work.

Pionen Partner: A Pionen Partner is a member of PIONEN LTD and shall be appointed under clause 4.3 and named in each Statement of Work.

Pionen Systems: any and all systems, equipment or facilities provided by Pionen or any of its sub-contractors, consultants or employees and used directly or indirectly in connection with any Project or the provision of any of the Services.

Client Material: any and all documents, information and other material provided by the Client directly or indirectly in connection with any Project or the provision of any of the Services.

Client Project Manager: the Client's project manager appointed under clause 5.1.1 and named in each Statement of Work.

Client Systems: any and all systems, equipment or facilities provided by the Client and used directly or indirectly in connection with any Project or the provision of any of the Services.

Deliverables: all reports, data and other materials created or developed (in any format) by Pionen or any of its sub-contractors, consultants or employees in connection with any Project or the provision of any of the Services.

Project: each project to be undertaken by Pionen in the course of providing the Services, as further described in the relevant Statement of Work.

Statement of Work: the plan, describing the scope and estimated timetable of each Project, in the form (or substantially in the form) set out in the Schedule hereto and as agreed by the parties pursuant to clause 3, which (in each case, when agreed) will automatically form an additional Schedule to this Agreement.

Services: the information security consultancy and risk consultancy services to be provided by Pionen to the Client under this Agreement, as further comprised within each Project and described in each Statement of Work, and any other services which Pionen provides (or agrees to provide) to the Client under this Agreement or any Statement of Work.

Data Controller means (i) "data controller" in the Data Protection Act 1998 in respect of processing undertaken on or before 24 May 2018; and (b) "controller" in accordance with the General Data Protection Regulation (EU) 2016/679 in respect of processing undertaken on or after 25 May 2018;

Data Protection Legislation means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, the processing of personal data and privacy, including without limitation,(a) the Data Protection Act 1998; (b) (with effect from 25 May 2018) the General Data Protection Regulation (EU) 2016/679; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and (d) any legislation that replaces or converts into United Kingdom law the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and

Electronic Communications or any other law relating to data protection, the processing of personal data and privacy resulting from the United Kingdom leaving the European Union;

Personal Data means as set out in, and will be interpreted in accordance with Data Protection Legislation;

Personal Data Breach means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with these Terms or which relates to any Consultant;

Process means as set out in, and will be interpreted in accordance with Data Protection Legislation and "**Processed**" and "**Processing**" will be construed accordingly;

- 1.2 In this Agreement and (as applicable) each Statement of Work (a) the clause, Schedule and paragraph headings will not affect the construction or interpretation of this Agreement or any Statement of Work (b) references to clauses and to the Schedule are to the clauses of, and the Schedule to, this Agreement (c) a **person** includes a natural person, corporate or unincorporated body and that person's permitted assigns (d) the Schedule forms part of this Agreement and has effect as if set out in full in the body of this Agreement, and any reference to this Agreement includes the Schedule (e) words in the singular include the plural and *vice versa* (f) any reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it (g) any reference to **writing** or **written** does not include fax or e-mail (h) the words **include(s)** and **including** are deemed to have the words **without limitation** following them (i) the words **other** and **otherwise** are illustrative and do not limit the sense of the preceding words and (j) any obligation in this Agreement (or in any Statement of Work) on a party not to do something includes an obligation not to allow that thing to be done.

2. COMMENCEMENT AND DURATION

- 2.1 Pionen will provide the Services to the Client on (and subject to) the terms and conditions of this Agreement and from the start date specified in the first Statement of Work entered into under this Agreement.
- 2.2 Pionen will continue to supply the Services under this Agreement until each Project has been completed in accordance with the relevant Statement of Work and (a) until this Agreement is terminated by one of the parties giving to the other not less than six (6) months' prior written notice or (b) unless this Agreement is terminated in accordance with clause 11.

3. STATEMENT OF WORK

- 3.1 Each Statement of Work will be agreed as follows: (a) the Client will provide Pionen with a request for a Statement of Work, setting out the scope, requirements and specifications of the services which it is requesting from Pionen, specifying what work is to be done, the dates by which it (or by which each stage of the work) is requested to be started and finished, any Deliverables and/or Client Material and such other information as Pionen may request in order to allow it to prepare a draft Statement of Work (b) Pionen will, as soon as reasonably practicable thereafter, send the Client a draft Statement of Work in the form, or substantially in the form, set out in the Schedule and (c) Pionen and the Client will then discuss and agree the draft Statement of Work and, when it has been agreed, they will both sign a copy of it and it will then be deemed to form a Schedule to this Agreement (and be subject to the provisions of this Agreement).
- 3.2 Pionen will be entitled to charge the Client for the preparation of each Statement of Work on a time and materials basis in accordance with clause 7. Once a Statement of Work has been agreed and signed in accordance with clause 3.1.3, no amendment will be made to it save pursuant to clauses 6 and 12.2.

4. PIONEN OBLIGATIONS

- 4.1 Pionen will (a) provide the Services with reasonable care and skill and (b) use its reasonable endeavours to deliver the Services, and the relevant Deliverables, in accordance with each Statement of Work. Pionen will also use its reasonable endeavours to meet the performance dates or project milestones

specified in each Statement of Work (but any such dates or milestones will be estimates only and time for performance by Pionen will not be of the essence of this Agreement or any Statement of Work).

- 4.3 Pionen will appoint a Partner in respect of each Project who will have authority to contractually bind Pionen on all matters relating to the relevant Project. Pionen will use reasonable endeavours to ensure that the same person is engaged throughout the period of the relevant Project, but may replace them where reasonably necessary.
- 4.4 Pionen will use its reasonable endeavours to observe (and to procure that its sub-contractors, consultants and employees observe) all reasonable health and safety rules and security requirements that apply at any of the Client's premises and have been notified to Pionen under clause 5.1.3.

5. CLIENT OBLIGATIONS

- 5.1 The Client will:
 - 5.1.1 co-operate with Pionen in all matters relating to the Services and appoint a Client Project Manager in respect of each Project, who shall have the authority to contractually bind the Client on matters relating to the relevant Project;
 - 5.1.2 use reasonable endeavours to ensure that the same person acts as the Client Project Manager throughout the period of the relevant Project, but may replace him where reasonably necessary;
 - 5.1.3 provide to Pionen, and each of its subcontractors, consultants and employees, in a timely manner and at no charge, access to such Client Systems, premises, office accommodation, data and other facilities as reasonably required by Pionen in connection with providing the Services (and notify Pionen of any relevant rules and requirements pursuant to clause 4.4);
 - 5.1.4 provide, in a timely manner, such Client Material and other information as Pionen reasonably requires to provide the Services and ensure that it is accurate in all material respects;
 - 5.1.5 obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the provision of the Services, and the use of the Client Systems and the Client Material, in each case, before the date on which the relevant Project is to start; and
 - 5.1.6 promptly approve invoices, and make relevant payments, in respect of each Project, subject further to the terms and conditions of this Agreement and the relevant Statement of Work.
- 5.2 If Pionen's performance of its obligations under this Agreement or any Statement of Work is prevented or delayed by any failure of the Client to comply with clause 5.1, or any other act or omission of the Client (or any of its subcontractors, consultants or employees), Pionen will not be liable for any costs or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.
- 5.3 The Client will not, without the prior written consent of the Pionen, at any time in the period from the date of this Agreement to the expiry of twelve (12) months after the last supply of Services by Pionen, solicit or entice away from Pionen, or employ or engage any person who is, or has been, engaged as an employee, consultant or subcontractor of Pionen in the provision of the Services (or attempt to do so). Any consent given (at its sole discretion) by Pionen in accordance with this clause 5.3 will be subject to the Client paying to Pionen a sum equivalent to thirty per cent. (30%) of the then current annual remuneration of the relevant Pionen employee, consultant or contractor or, if higher, thirty per cent. (30%) of the annual remuneration to be paid by the Client to that employee, consultant or subcontractor, and any breach by the Client of this clause 5.3 will automatically entitle Pionen to recover an equivalent sum (along with all costs it incurs in recovering such sum) from the Client.
- 5.4 The Client warrants that it shall not, and shall procure that its employees and agents shall not, pass any information concerning a Pionen Consultant to any Third Party. Client acknowledges that Introductions of Consultants are confidential and that failure to comply with this clause 5.4 may cause Pionen to breach the Data Protection Legislation and accordingly, Client agrees to indemnify Pionen from any and all liability in connection with Client's breach of this clause 5.4.

6. CHANGE CONTROL

- 6.1 The Client Project Manager and the Pionen Partner will meet or speak on a regular basis (as agreed between them), during the course of each Project, to discuss matters relating to the relevant Project. If either party wishes to change the scope or delivery of any Project or the Services as a whole, it will submit details of the requested change to the other party in writing.
- 6.2 If either party requests a change to the scope or delivery of any Project, or the Services as a whole, Pionen will, within a reasonable period of time following such request, provide a written estimate to the Client of (a) the likely time required to implement the change (b) any necessary variations to Pionen's fees/charges arising from the change (c) the likely effect of the change on the relevant Statement of Work(s) and (d) any other impact of the change on this Agreement or the provision of the Services as a whole.
- 6.3 If the Client wishes Pionen to proceed with the requested change, Pionen will have no obligation to do so unless and until (a) the parties have agreed the necessary variations to its fees/charges, the relevant Statement of Work(s), the Services and any other relevant terms of this Agreement to take account of the proposed change and (b) this Agreement and (if applicable) the relevant Statement of Work(s) have been varied in writing pursuant to clause 12.2. Pionen may also charge for the time it spends assessing any request for change received from the Client, on a time and materials basis, under clause 7.

7. CHARGES

- 7.1 In consideration of the provision of the Services by Pionen, the Client will pay the charges as set out in the relevant Statement of Work, which will specify whether the charges are made on a time and materials basis, a fixed price basis or a combination of both. Clause 7.2 will apply if Pionen provides Services on a time and materials basis and clause 7.3 will apply if Pionen provides Services for a fixed price.
- 7.2 Where Services are provided by Pionen on a time and materials basis:
- 7.2.1 the charges payable for the Services will be calculated in accordance with Pionen's standard daily fee/charge rates (as notified to the Client and as amended from time to time by Pionen giving not less than three (3) months' written notice to the Client);
- 7.2.2 Pionen's standard daily fee/charge rates for each person are calculated on the basis of a seven-hour working day, between 8.30am and 5:30pm on weekdays (excluding public holidays);
- 7.2.3 Pionen will be entitled to charge an overtime rate of 150% of the normal daily fee/charge rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on any Project outside the standard hours referred to in clause 7.2.2;
- 7.2.4 all charges quoted to the Client are exclusive of VAT, which will be added at the appropriate rate;
- 7.2.5 Pionen will ensure that every individual it engages to provide the Services completes time sheets recording time spent on the relevant Project, and Pionen will use such time sheets to calculate the charges covered by each monthly invoice referred to in clause 7.2.6; and
- 7.2.6 Pionen will invoice the Client monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this clause 7.2 and clause 7.4 below. Each invoice will set out the time spent by each individual engaged on the relevant Project and provide a detailed breakdown of any expenses and materials which are being charged to the Client, accompanied by the relevant receipts.
- 7.3 Where Services are (or any Project is) provided for a fixed price, the total price for the Services (or the relevant Project) will be the amount set out in the relevant Statement of Work, as amended from time to time in accordance with clause 7.5. The Client will pay the agreed fixed price to Pionen (without deduction or set-off) as set out in the relevant Statement of Work, together with the relevant expenses, costs of materials and VAT, where appropriate, calculated as provided in clause 7.4.
- 7.4 Any fixed price or daily rate quoted in any Statement of Work excludes (a) the cost of hotels, subsistence, travel and other ancillary expenses reasonably incurred by the individuals who Pionen engages to deliver the relevant Project, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by Pionen to deliver the Project (which, in each case, will be invoiced by Pionen at cost) and (b) VAT, which Pionen will add to its invoices at the appropriate rate.

7.5 The parties agree that Pionen may review and increase its standard daily fee rates at any time, provided that such rates cannot be increased more than once in any twelve (12) month period. Pionen will give the Client at least three (3) months' prior written notice of any such increase. If any such increase is not acceptable to the Client, it may, at any time within three (3) months' of such written notice being received, terminate this Agreement and/or any Statement of Work by giving at least three (3) months' prior written notice of such termination to Pionen.

7.6 The Client will pay each invoice submitted to it by Pionen, in full and in cleared funds, within thirty (30) days of receipt, to the bank account nominated in writing by Pionen.

7.7 Without prejudice to any other right or remedy Pionen may have, if the Client fails to pay any Pionen invoice on the due date, Pionen may (a) charge interest on the overdue sum from the due date for payment at the annual rate of 5% above the base rate from time to time of HSBC Bank plc, accruing on a daily basis (and compounded quarterly) until payment is made, before or after any judgment, or claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 (and, in either case, the Client will pay the accrued interest immediately on demand) and (b) suspend the delivery of all Projects, and the provision of all other Services, until payment has been made by the Client in full.

7.8 All sums payable to Pionen under this Agreement or any Statement of Work will become due on the termination of this Agreement or the relevant Statement of Work, notwithstanding any other provision of this Agreement and without prejudice to any right to claim for interest under the law or this Agreement.

8 INTELLECTUAL PROPERTY RIGHTS

8.1 As between the Client and Pionen, all intellectual property rights (and other proprietary rights) in the Deliverables and the Pionen Materials will be owned by Pionen. Subject to clause 8.2, Pionen licenses all such rights to the Client free of charge, on a non-exclusive and worldwide basis, to the extent necessary to enable the Client to make reasonable use of the Deliverables and the Services. However, if Pionen terminates this Agreement under clause 11.1.1 or 11.1.2, this licence automatically terminates.

8.2 The Client acknowledges that, where Pionen does not own any part of the Pionen Materials, the Client's use of any rights in such Pionen Materials is conditional on Pionen obtaining a written licence from the relevant licensor(s) on such terms as entitle Pionen to license such rights to the Client.

9 CONFIDENTIALITY AND PIONEN'S PROPERTY

9.1 Subject to clause 9.2, the Client will keep, in strictest confidence, all technical and commercial know-how, specifications, processes and concepts which are of a confidential nature and are disclosed to the Client by Pionen, or any its employees, consultants or subcontractors, and any other confidential information regarding Pionen's business or the Services which the Client may obtain from time to time.

9.2 The Client may disclose any such confidential information (a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Client's obligations under this Agreement or any Statement of Work (provided that the Client procures they each comply with this clause 9) and (b) to the extent required by law, court order or any governmental or regulatory authority, and provided always that the Client will not use any such confidential information for any purpose other than to perform its obligations under this Agreement or any Statement of Work.

9.3 Any materials, equipment and data supplied by Pionen to the Client from time to time (including the Pionen Materials) will, at all times, be and remain (as between Pionen and the Client) the sole and exclusive property of Pionen, but will be held by the Client in safe custody at its own risk and maintained until returned to Pionen, and will not be disposed of or used other than in accordance with Pionen's written instructions or authorisation.

10. LIMITATION OF LIABILITY

- 10.1 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the extent permitted, excluded from this Agreement and each Statement of Work. Nothing in this Agreement or any Statement of Work limits or excludes Pionen's liability for (a) death or personal injury caused by its negligence (b) fraud (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 or (d) any other liability which cannot be limited or excluded by law.
- 10.2 Subject to clause 10.1, Pionen will not have any liability to the Client, whether in contract, tort, for breach of statutory duty or otherwise, arising in connection with this Agreement or any Statement of Work, for (a) any loss of profits (b) any loss of any sales, business, agreements or contracts (c) any loss of anticipated savings (d) any loss of (or damage to) goodwill (e) any loss of use (or corruption) of software, data or information or (f) any indirect or consequential loss.
- 10.3 Subject to clauses 10.1 and 10.2, Pionen's liability to the Client, in contract, tort, for breach of statutory duty or otherwise, in connection with this Agreement and/or any Statement of Work and in respect of any and all claims (connected or unconnected) in any twelve (12) month period, will be limited to the amount of the aggregate charges paid by the Client to Pionen during that period.

11. TERMINATION

- 11.1 Without prejudice to their other rights and remedies, either party may terminate this Agreement and/or any Statement of Work, without liability to the other party, immediately on giving written notice to the other if:
- 11.1.1 the other party fails to pay any amount due under this Agreement or any Statement of Work on the due date and remains in default fourteen (14) days after being notified in writing to pay such amount;
- 11.1.2 the other party commits a material breach of this Agreement or any Statement of Work and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of being notified in writing of the breach or the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement or the relevant Statement of Work;
- 11.1.3 the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits its inability to pay its debts, (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or suspends or ceases (or threatens to suspend or cease) to carry on all, or any substantial part, of its business;
- 11.1.4 the other party starts 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 (save for the sole purpose of a solvent amalgamation or reconstruction);
- 11.1.5 a petition is filed, a notice given, a resolution passed or an order made in respect of the winding up of that other party (save for the sole purpose of a solvent amalgamation or reconstruction);
- 11.1.6 an application is made to court (or a court order is made) for the appointment of an administrator, a notice of intention to appoint an administrator is given (or an administrator is appointed) in respect of the other party, any holder of a floating charge over the assets of the other party becomes entitled to appoint (or has appointed) an administrative receiver or any person becomes entitled to appoint a receiver over the assets of the other party (or a receiver is so appointed);
- 11.1.7 a creditor or encumbrancer of the other party attaches or takes possession of, or any legal process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days; or
- 11.1.8 any event occurs or any proceedings are taken, with respect to the other party in any jurisdiction, that has an effect similar to any of the events mentioned in clauses 11.1.3 to 11.1.7 (inclusive).

For the avoidance of doubt, termination of this Agreement will not, by itself, terminate any Statement of Work.

- 11.2 On termination of this Agreement or any Statement of Work (for any reason):

- 11.2.1 the Client will immediately settle all of Pionen's outstanding unpaid invoices (and any accrued interest) and, in respect of any Services supplied for which no invoice has been issued, Pionen may issue an invoice to the Client which will be payable immediately on receipt by the Client;
- 11.2.2 the Client will, within a reasonable time, return all of the Pionen Materials and, until they have been returned, the Client will be solely responsible for their safe keeping;
- 11.2.3 the accrued rights, remedies, obligations and liabilities of the parties, at the date of termination, will not be affected; and
- 11.2.4 those clauses which expressly or by implication have effect after termination will continue in full force and effect, including: clause 8 (*Intellectual property rights*), clause 9 (*Confidentiality and Pionen's property*), clause 10 (*Limitation of liability*), this clause 11.2, clause 12.7 (Notices) and clause 12.8 (*Governing law and jurisdiction*).

12. GENERAL

- 12.1 *Force majeure*: neither party will be in breach of this Agreement nor any Statement of Work, nor liable for any delay in performing, or any failure to perform, any of its obligations under this Agreement or any Statement of Work, if such delay or failure results from events or circumstances beyond its reasonable control. In such a case, the time for performance will be extended by a period equivalent to the period during which performance of the relevant obligation has been delayed or failed to be performed. However, if the period of delay or non-performance continues for sixty (60) days or more, the party not affected may terminate this Agreement by giving at least seven (7) days' prior written notice to the affected party.
- 12.2 *Variation, waiver and remedies*: no variation of this Agreement or any Statement of Work will be valid unless it is made in writing and signed by or on behalf of each of the parties. A waiver of any right or remedy under this Agreement or any Statement of Work is only effective if given in writing and will not be deemed to be a waiver of any subsequent breach or default. Any failure or delay by a party in exercising any right or remedy provided under this Agreement or any Statement of Work, or by law, will not constitute a waiver of that (or any other) right or remedy, nor preclude or restrict any further exercise of that (or any other) right or remedy. No single or partial exercise of any right or remedy under this Agreement or any Statement of Work, or by law, will preclude or restrict the further exercise of any such right or remedy. The rights arising under this Agreement and each Statement of Work are cumulative and do not exclude any rights provided by law.
- 12.3 *Severability*: if any court or competent authority finds that any provision of this Agreement or any Statement of Work is invalid, illegal or unenforceable, it will (to the extent required) be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement or the relevant Statement of Work will not be affected. If any invalid, unenforceable or illegal provision of this Agreement or the relevant Statement of Work would be valid, enforceable and legal if part of it were amended, the parties will negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the parties' original commercial intentions.
- 12.4 *Entire agreement*: this Agreement and (as applicable) each Statement of Work constitutes the entire agreement between the parties relating to its subject matter and supersedes and extinguishes all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this Agreement or such Statement of Work. Each party agrees that, in entering into this Agreement and each Statement of Work, it has not relied on, and has no remedies in respect of, any representation or warranty that is not set out in this Agreement or such Statement of Work. However, nothing in this clause 12.4 limits or excludes any liability for fraud or fraudulent misrepresentation.
- 12.5 *Assignment and third party rights*: neither party may, without the prior written consent of the other party, assign, transfer, charge, mortgage, subcontract or deal in any other way with all or any of its rights or obligations under this Agreement or any Statement of Work. Each party that has rights under this Agreement or any Statement of Work undertakes that it is acting on its own behalf and not for the benefit of any other person. Any person who is not a party to this Agreement or a Statement of Work has no rights arising thereunder.

- 12.6 *No partnership/agency*: nothing in this Agreement or any Statement of Work is intended to, or will, create a partnership between the parties, or authorise either party to act as agent for the other, and neither party will have any authority to act in the name or on behalf of (or otherwise to bind) the other party in any way.
- 12.7 *Notices*: any notice to be given under this Agreement or any Statement of Work must be in writing signed by or on behalf of the party giving the notice and may be served by leaving it at, or sending it by first-class registered post to, the address of the other party. Any notice served by hand or by post will be deemed to have been received (a) in the case of delivery by hand, when delivered and (b) in the case of delivery by post, three (3) clear working days after the envelope containing the same was delivered into the custody of the postal authorities, save that if actual or deemed delivery occurs after 6:00 pm on a working day or on a day which is not a working day, service will be deemed to occur at 9:00am on the next working day. The address of each party for the purpose of this clause 12.7 is the address set out at the beginning of this Agreement or as notified to the other party (in accordance with this clause 12.7). This clause does not apply to the service of any proceedings or other documents in any legal action or dispute resolution process. Any notice given under this Agreement or any Statement of Work is invalid if it is sent by e-mail only.
- 12.8 *Governing law and jurisdiction*: this Agreement and each Statement of Work, and any dispute or claim arising in connection with this Agreement or any Statement of Work, will be governed by, and construed in accordance with, the laws of England. The parties agree that the courts of England will have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Agreement or any Statement of Work.

13 **DATA PROTECTION**

- 13.1 For the purposes of this clause 0 "Data Subject" means as set out in, and will be interpreted in accordance with Data Protection Legislation. For the avoidance of doubt, Data Subject includes Consultant.
- 13.2 The parties hereto acknowledge that Pionen is a Data Controller in respect of the Personal Data of Consultant and provides such Personal Data to Client in accordance with the Data Protection Legislation for the purposes anticipated by these Terms.
- 13.3 The parties hereto acknowledge that Client is a Data Controller but the parties hereto are not Joint Controllers (as defined within Data Protection Legislation) save where a specific agreement is made to that effect between the parties hereto.
- 13.4 The parties hereto warrant to each other that any Personal Data relating to a Data Subject, whether provided by Client, Pionen or by Consultant, will be used, Processed and recorded by the receiving party in accordance with Data Protection Legislation.
- 13.5 The parties hereto will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.
- 13.6 Client will -
- a) comply with the instruction of the Pionen as regards the transfer/sharing of data between the parties hereto. If Client requires Personal Data not already in its control to be provided by Pionen, Client will set out their legal basis for the request of such data and accept that Pionen may refuse to share/transfer such Personal Data where, in the reasonable opinion of Pionen, it does not comply with its obligations in accordance with Data Protection Legislation;
 - b) not cause Pionen to breach any of their obligations under the Data Protection Legislation.
- 13.7 In the event Client becomes aware of an actual or any reasonably suspected Personal Data Breach, it will immediately notify Pionen and will provide Pionen with a description of the Personal Data Breach, the categories of data that was the subject of the Personal Data Breach and the identity of each Data Subject affected and any other information the Pionen reasonably requests relating to the Personal Data Breach.
- 13.8 In the event of a Personal Data Breach, Client will promptly (at its own expense) provide such information, assistance and cooperation and do such things as Pionen may request to -
- a) investigate and defend any claim or regulatory investigation;
 - b) mitigate, remedy and/or rectify such breach; and
 - c) prevent future breaches.
- and will provide Pionen with details in writing of all such steps taken.
- 13.9 Client will not release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of Pionen.
- 13.10 Client agrees it will only Process Personal Data of Consultant for the agreed purpose that is introduction for a Vacancy pursuant to these Terms.

- 13.11 Client will provide evidence of compliance with clause 0 upon request from Pionen.
- 13.12 Client will indemnify and keep indemnified Pionen against any costs, claims or liabilities incurred directly or indirectly by Pionen arising out of or in connection with any failure to comply with clause 0.

IN WITNESS OF WHICH this Agreement has been entered into by the parties on the date set out at the start of it.

Signed for and on behalf of
PIONEN LTD

.....
Designated Signatory

Signed for and on behalf of
CLIENT

.....
Director

SCHEDULE - TEMPLATE STATEMENT OF WORK

This Statement of Work is entered into by (1) PIONEN LTD (**Pionen**) and (2) **XXXX** (**Client**) under the Framework Agreement for the provision of Information Security/Risk Consultancy Services between the parties dated **xxxxxx** (**Framework Agreement**) which governs the provision of Services by Pionen to the Client. Terms defined in the Framework Agreement have the same meaning in this Statement of Work.

1. **Description/scope of Project:**
2. **Project start date and estimated timetable/milestone dates:**
3. **Pionen Project Manager:**
4. **Client Project Manager:**
5. **Client Material required:**
6. **Other information/requirements:**
7. **Deliverables:**
8. **Pionen fees/charges (time and materials or fixed price):**
9. **Payment terms/schedule:**
10. **Anticipated expenses:**
11. **Change Control:** any proposed change to this Statement of Work will be subject to the provisions of clause 6 of the Framework Agreement (unless otherwise agreed by the parties).
12. **Framework Agreement:** the terms and conditions of the Framework Agreement are hereby incorporated into, and form part of, this Statement of Work. In the event of any conflict between the Framework Agreement and this Statement of Work, the terms of this Statement of Work will apply. Once agreed and signed by the parties, this Statement of Work will be deemed for all purposes to be an additional Schedule to the Framework Agreement.

Signed for and on behalf of
PIONEN LTD

.....
Designated Signatory

Signed for and on behalf of
CLIENT

.....
Director